SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2026 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. 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

11.1.1.9 Operational Requests to the Division No. 3 Division Engineer for the 2026 ARP

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

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

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

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

11.1.4.1 Water is added to the stream system to assist in meeting the Rio Grande Compact delivery schedules

11.1.4.2 Water is added to the stream system to replace or Remedy Injurious Stream Depletions resulting from the use of underground water

11.1.4.3 Subject to section 37-92-501(4)(a)(I)-(III), C.R.S., injury to senior surface water rights resulting from the use of underground water is Remedied by means other than by providing water to replace Injurious Stream Depletions

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

11.1.5.1 Water levels, pressure levels, and/or groundwater withdrawals as appropriate

11.1.5.2 A listing of any irrigated acres proposed to be fallowed, whether those acres are temporarily or permanently fallowed, and the water rights associated with those proposed fallowed irrigated acres

11.1.5.3 A listing of water rights proposed to be temporarily or permanently retired and historical operations of each water right

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Abbreviations

ARP	Annual Replacement Plan
CBP	Closed Basin Project
CWCD	Conejos Water Conservancy District
DWR	State of Colorado, Division of Water Resources
NRCS	Natural Resources Conservation Service
Plan Year	The period May 1, 2026, through April 30, 2027
PWM	Plan of Water Management
Response Functions	RFApplication_C_AlamosaLaJara_7P101_V1.1
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
RGWUA	Rio Grande Water User's Association
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
SLVWCD	San Luis Valley Water Conservancy District
Subdistrict No. 6	Special Improvement District No. 6 of the Rio Grande Water Conservation District
Subdistrict Wells	Wells Benefitting Subdistrict No. 6 lands
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number

INTRODUCTION

The purpose of this report is to satisfy the requirements for an ARP for the Plan Year under the provisions of the PWM for Subdistrict No. 6, approved without objection on September 25th, 2019. Further, the ARP has been prepared in accordance with the requirements of the State Engineer and the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights ("Groundwater Rules").

As required by the Groundwater Rules, this report includes information necessary for the State Engineer and Subdistrict No. 6 staff to project stream depletions attributable to Subdistrict No. 6 Wells and Contract Wells ("ARP Wells"), as those terms are defined in the PWM, and information to assess progress toward other PWM objectives. This ARP includes a series of tables prepared by Subdistrict No. 6 staff utilizing the most current version of the Response Functions to tabulate the location and quantities of stream depletions resulting from Subdistrict No. 6 ARP Well groundwater withdrawals.

This ARP describes a plan to replace or otherwise remedy injurious stream depletions caused by the withdrawal of groundwater from Subdistrict No. 6 ARP Wells and includes details of the portfolio to be used to replace or otherwise remedy those injurious stream depletions as identified by the DWR for the Plan Year.

11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP

1. STRUCTURE IDENTIFICATION NUMBER (WDID)

A comprehensive ARP Well List identifies the wells the Subdistrict is including in the ARP ("ARP Wells") which are permitted to continue operating in accordance with the PWM and the Groundwater Rules. This ARP Well List is necessary for DWR to identify which wells the Subdistrict has included. Further, the ARP Well List is a required input into the RGDSS Groundwater Model and Response Functions.

Appendix A is the most current tabulation of the WDID for each well in the ARP Well List and the groundwater withdrawals of each ARP Well for the previous Water Administration Year. Each year, as Subdistrict Members report information for their farm plans, and additional data is accumulated from other sources regarding well use and ownership, the ARP Well List will be updated. Any reported changes are incorporated into the ARP Well List, if appropriate. Following the court's approval of the Subdistrict, wells have been added, replaced or removed from the Subdistrict's ARP Well List.

Appendix A lists **540** ARP Wells for 2026, the majority included in the Subdistrict by petition when the Subdistrict was formed October 4, 2018. The ARP Well List has been updated for 2026 to reflect the addition of WDID 2014693 and the removal of WDIDs 2008926, 2105070, and 2105245 due to being abandoned and there being no historical groundwater withdrawals associated with the structures. WDID 2014693 was added via Inclusion Agreement. Its use category is "other" and has a CU rate of 40%. A table with further details about each well that has an approved Subdistrict Participation Contract or Inclusion Agreement is included as Appendix B.

2. OTHER WELL IDENTIFICATION INFORMATION

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.

3. SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

Subdistrict No. 6's ARP Well List includes wells that are either fully or partially augmented by an approved plan for augmentation which is administered separately from Subdistrict No. 6's PWM. These plans for augmentation associate surface rights with these Subdistrict Wells and other non-Subdistrict No. 6 wells to remedy some portion or all of each well's injurious stream depletions. These wells are included in the Subdistrict's ARP Well List, and if any portion of their legally decreed groundwater withdrawals is not remedied by an individual plan for augmentation, it is subject to Subdistrict No. 6 fees and Subdistrict No. 6 will remedy injurious stream depletions and post-plan injurious stream depletions attributable to the non- augmented portion of a well's total groundwater withdrawals as part of this ARP.

San Luis Valley Water Conservancy District Augmentation Certificate No. 773

This augmentation certificate provides the participant 0.1727 acre-feet of augmentation water annually to replace out-of-priority depletions caused by participant's water use. The structure is an existing unconfined well, well permit # 25274-F, WDID 2009593. The structure's place of use is a hotel located on a parcel of land in the NE1/4 Section 6. Township 37 North, Range 10 E, N.M.P.M. The structure and water diversions covered by this Agreement and Augmentation Certificate shall be used for the purpose of supplying commercial water for 24 rooms in a hotel and a swimming pool. The source of water is the Unconfined and/or Alluvial Tributary aquifer to the Rio Grande, in accordance with Court Decrees 84CW16, 94CW62, 03CW41, 05CW13, 07CW63, and any other appropriate decree the SLVWCD may obtain. This well is being fully augmented and does not require any remedy for depletions by the Subdistrict. This well is considered a non-benefitted Subdistrict Well as defined in the Subdistrict's PWM so it remains on the ARP Well List as petitioned but does not require benefits from the Subdistrict.

Appendix C contains the list of ARP Wells augmented either fully or partially by a plan for augmentation.

4. TOTAL PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT ARP WELLS

The 2025 Water Administration Year metered groundwater withdrawals reported to DWR as of April 1, 2026, for all wells included in the ARP Well List are **89,334** acre-feet. Based on projected Subdistrict No. 6 operations, weather predictions and antecedent conditions, it is anticipated the 2026 ARP Well groundwater withdrawals will be **113,000** acre-feet.

Table 1.1
Historical Subdistrict ARP Well Metered Pumping
(units in acre-feet)

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
118,027	113,321	111,239	93,648	86,603	83,114	75,449	116,062	70,642	105,906
2021	**2022**	**2023**	**2024**	**2025**					
101,734	97,161	90,603	83,410	89,334					

The projection of 2026 ARP Well groundwater withdrawals was made by reviewing past years actual stream flows on the Rio Grande, Conejos River, Alamosa River, and La Jara Creek Systems most comparable to those being forecast for 2026. ARP Well groundwater withdrawals in those years were also reviewed with exception of the Conejos River. The Subdistrict also reviewed operational changes reported by Subdistrict Members which will occur during the 2026 ARP. The stream flow forecast on the Rio Grande was most comparable to the 2018 actual flows, and in that year, Subdistrict ARP Wells withdrew 116,062 acre-feet. The stream flow forecast on the Alamosa River was most comparable to the 2014 actual flows, and in that year, Subdistrict ARP Wells withdrew 93,648 acre-feet. The stream flow forecast on the Conejos River was most comparable to the 2002 actual flows however there is no reliable/available information on what the Subdistrict ARP Wells withdrew in that year. The stream flow forecast

on La Jara Creek were most comparable to the 2020 actual flows, and in that year, Subdistrict ARP Wells withdrew 105,906 acre-feet. Based on the review of the various stream flows and Subdistrict Member operational changes it is projected 2026 ARP Well groundwater withdrawals will increase from 2025. Using these comparisons, the Subdistrict ARP Well groundwater withdrawals in 2026 are projected to be **113,000** acre-feet. The majority of metered groundwater withdrawals in the Plan Year will be used for irrigation through center pivot sprinklers, 73 percent. Approximately 6 percent and 21 percent of groundwater withdrawals will be applied to flood irrigation and other uses, respectively.

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

It is projected that the vast majority of metered groundwater withdrawals in the Plan Year will be used for irrigation through center pivot sprinklers. Approximately 6 percent and 21 percent of groundwater withdrawals from ARP Wells will be applied to flood irrigation and other uses, respectively.

Wells included in the ARP Well List are projected to irrigate approximately 60,000 acres during the Plan Year. Of the total projected irrigated acres, it is estimated 47,200 acres will be irrigated by center pivot sprinklers and 12,800 acres will be irrigated by flood application in the Alamosa-La Jara Response Area. This estimate is made based on a review of the breakdown of acres within the Alamosa-La Jara Response Area under each irrigation type prepared by DWR for inclusion in the RGDSS Groundwater Model, a review of any changes in irrigation application type from the previous ARP and a review of the wells being included by Participation Contracts or Inclusion Agreements.

6. 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 municipal, domestic, commercial, industrial and fish propagation. A spreadsheet was prepared by the Subdistrict to calculate the composite Consumptive Use Ratio that is a necessary input in the Response Functions. A spreadsheet of the calculation prepared for use in the 2026 ARP will be submitted with this ARP.

7. OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

No additional data is being provided.

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

The Subdistrict will provide DWR with an electronic copy of the Response Functions used in this ARP at the same time they submit the ARP for review and approval.

Additional supplemental information that is generally used by DWR in their evaluation of the ARP is also being included with the submission. The supplemental information being provided to the State Engineer includes:

1. Resolution from RGWCD approving the Subdistrict 2026 ARP.

2. The list of Subdistrict Wells included in the 2026 ARP is in spreadsheet format matching the list presented in Appendix A.

3. Resolution from RGWCD to allow the Subdistrict to allocate Closed Basin Project water in the 2026 ARP.

4. Spreadsheet of the Subdistrict's breakdown of "Other" wells used to calculate the composite Consumptive Use Ratio in the Response Functions.

5. Spreadsheet of the Subdistrict's analysis of forbearance yield and any available supporting documentation

9. OPERATIONAL REQUESTS TO THE DIVISION NO. 3 DIVISION ENGINEER FOR THE 2026 ARP

1. The Subdistrict requests that, at times when there is a monthly, negative depletion in a stream reach, the Division No. 3 Division Engineer allow Subdistrict No. 6 to aggregate that negative depletion amount 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. 6 also anticipates they will make a request to the Division No. 3 Division Engineer to allow Subdistrict No. 6 to aggregate a monthly, positive depletion with a negative depletion of another Subdistrict to offset the positive daily depletion that Subdistrict No. 6 would otherwise have to replace or remedy when the opportunity exists under the protocol of DWR. A Memorandum of Understanding would be required before this offset could be allowed between subdistricts.

2. The Subdistrict requests that the Division No. 3 Division Engineer 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 will not be exceeded.

11.1.2 PROJECTED STREAM DEPLETIONS FROM THE WELLS COVERED BY THE ARP BASED ON THE APPLICABLE RESPONSE

FUNCTIONS OR APPROVED ALTERNATIVE METHOD

The purpose of this section is to present the data utilized to project stream depletions to the Conejos River, Alamosa River, Rio Grande, and La Jara Creek as a result of the groundwater withdrawals from Subdistrict No. 6 ARP Wells for the Plan Year. The Response Function's outputs identify total projected stream depletions for the Plan Year, a breakdown of the monthly stream depletions for the Plan Year for each of the reaches on the Conejos, Alamosa, Rio Grande and La Jara Creek and a projection of the Post-Plan Stream Depletions calculated as a result of the predicted Plan Year groundwater withdrawals from Subdistrict No. 6 ARP Wells. Subdistrict No. 6 utilized the current 7P101 Response Functions to calculate projected stream depletions for this ARP.

The Division Engineer's April 6, 2026, Rio Grande Compact 10-day report included a forecast of 172,000 acre-feet for the flows of the Rio Grande. The NRCS's April 7, 2026, forecast also projected 172,000 acre-feet for the Rio Grande, 17,000 acre-feet for the Alamosa River, 44,000 acre-feet for the Conejos River, and 2,000 acre-feet for La Jara Creek. The NRCS's April 7, 2026, forecast report was used as a basis for estimating groundwater consumption in Subdistrict No. 6 in the 2026 ARP. From this forecast, an estimate of the total 2026 ARP Well groundwater withdrawals was prepared. This information was utilized in the Response Functions to project stream depletions caused by groundwater withdrawals from Subdistrict ARP Wells for the Plan Year.

1. 2026 STREAM FLOW FORECASTS – CONEJOS, ALAMOSA RIVERS, the RIO GRANDE, and LA JARA CREEK

The NRCS's April 7, 2026, forecast report that projected the annual flow of the Rio Grande, Alamosa, Conejos, Los Pinos, San Antonio Rivers and La Jara and Hot Creek was used to estimate groundwater consumption attributable to ARP Wells based upon hydrologic conditions for the current Plan Year. Data collected from this forecast is included in Table 1.2.

Table 1.2
Stream Flow Forecasts-Conejos, Rio Grande and Alamosa Rivers
(units in acre-feet)

Conejos Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
	(1)	(2)	(3)	
NRCS, 4/7/2026				
Conejos River near Mogote	44,000	26		
Los Pinos River near Ortiz	11,000	18		
San Antonio River at Ortiz	1,600	17		
Total Conejos River System	**118,000**			
Division Engineer, Ten Day, 4/6/2026				
Conejos River near Mogote	59,000	35		
Los Pinos River near Ortiz	14,000	22		
San Antonio River at Ortiz	2,500	26		
Total Conejos River System	**75,500**		**34,500**	**110,000**
Rio Grande Stream Flow Forecast				

Analysis	Apr-Sept Forecast (acre-feet)	% of Avg.	Estimated Additional (acre-feet)	Annual Estimated Flow (acre-feet)
	(1)	(2)	(3)	
NRCS, 4/7/2026	**172,000**	36		
Division Engineer, Ten Day, 4/6/2026	**172,000**	36	98,000	270,000
Alamosa Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
NRCS, 4/7/2026	**17,000**	28		
La Jara Creek Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
NRCS, 4/7/2026	**2,000**	29		

(1) NRCS projected 50% exceedance streamflow at the gaging station

(2) NRCS 30-yr Average Flow: Conejos-168,000, Rio Grande-480,000, Alamosa-61,000, Los Pinos-61,000, San Antonio-9,600, La Jara Creek-6,800

(3) January through March and October through December

A copy of the NRCS April 7, 2026, forecast and the April 6, 2026, Division No. 3 Division Engineer's Rio Grande and Conejos Compact Ten-Day Reports are attached in Appendix D.

2. PROJECTED PLAN YEAR STREAM DEPLETIONS

Subdistrict No. 6 staff utilized the response functions developed for the Alamosa-La Jara Response Area under the RGDSS Groundwater Model Phase 7P101 to predict stream depletions to the affected streams caused by groundwater withdrawals from ARP Wells utilizing. For the Plan Year, stream depletions attributable to the groundwater withdrawals from ARP Wells were calculated using these Response Functions.

The Response Functions spreadsheet was built to be used for the whole Response Area. Two instruction sheets were prepared by DWR for additional inputs to the Response Functions when there is a need to use it for individual or group of wells. The instruction sheet, "How to Use the Application Workbook for a Subset (individual/group) of Wells" (9/23/2015), describes how to adjust the spreadsheet inputs to stream reaches that have been modeled with point source returns to streams. The instruction sheet "How to Adjust the Application Workbook for use with a Subset of Wells" (10/15/2015) describes how to use the "Ratio Method" for Response Areas where it is necessary to apply this method. Both instruction sheets are included as Appendix E.

The first step in using the current 7P101 Response Functions is to input data for the whole Response Area, i.e., historical groundwater withdrawals for sprinkler irrigation, flood irrigation, "other" pumping with corresponding "other" consumptive use ratios for the years 2011 through 2025 and predicted values for 2026.

The Subdistrict elected to use the Response Functions spreadsheet for the subset of wells which are included in the ARP Well List. The Alamosa-La Jara Response Area requires adjustments for point source return flows and the stream ratios, as listed below.

• Alamosa-La Jara Response Area - Reach 3 (Rio Grande from Del Norte to Excelsior Ditch) from the City of Monte Vista and Reach 5 (Rio Grande from Chicago to the State Line) from the City of Alamosa,

• Conejos: Reach 1 Calculations Ratio and Reach 6 Calculations Ratio.

Using the whole Response Area results, adjustments are made on the appropriate pages of the Response Function spreadsheet. The Subdistrict ARP Wells do include the City of Monte Vista and City of Alamosa point source return flow, therefore, point source return flows were not adjusted in the spreadsheet. Adjustments for the Ratio Method were made for Reach 1: Conejos above Seledonia/Garcia and Reach 6: Alamosa River.

The next step was to calculate stream depletions by updating the Response Functions table contained in Table 2.1 to derive the annual net groundwater consumptive use. The consumptive use ratios for sprinkler leveled flood and wild flood irrigation used in the RGDSS Model are standard factors of 85%, 60% and 40%, respectively. The consumptive use ratio for "other" wells is specific to the uses of those wells and can vary widely. The "Other Consumptive Use Ratio" for the whole Response Area is a composite derived from the individual well withdrawals and consumptive uses. The Subdistrict prepared a separate spreadsheet of "other" wells included in the Subdistrict ARP Well List to show the individual well groundwater withdrawals and consumptive use factors used to explain how the composite ratios were determined for the subset of wells represented in Table 2.1 of the ARP.

Historical groundwater withdrawal values for wells included in the ARP Well List were entered in Table 2.1 for years 2011 through 2025. Projected groundwater withdrawal values were used for 2026. The Subdistrict has no Recharge that Offsets Groundwater for calculation of the Net Groundwater Consumptive Use.

Notes at the bottom of Table 2.1 provide a description of the calculations within this table.

Table 2.1
Estimated Net Groundwater Consumptive Use
(Units in acre-feet)

	ARP Well Groundwater Withdrawals						Recharge that Offsets Groundwater				
Year	Irrigation Pumping to Center Pivots	Irrigation Pumping to Leveled Flood Irrigation	Irrigation Pumping to Wild Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Other Recharge Offsets	Total	Net Groundwater Consumptive Use
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2021	71,669	4,409	907	24,749	56%	77,885	0	0	0	0	77,885
2022	70,738	4,279	916	21,228	56%	75,031	0	0	0	0	75,031
2023	63,129	3,891	954	22,629	56%	68,974	0	0	0	0	68,974
2024	59,631	3,484	931	19,365	56%	64,025	0	0	0	0	64,025

2025	65,099	4,054	1,206	18,975	55%	68,618	0	0	0	0	68,618
2026	**85,000**	**5,000**	**1,000**	**22,000**	**56%**	**87,980**	**0**	**0**	**0**	**0**	**87,980**
Avg	69,140	4,186	986	21,491	56%	73,752	0	0	0	0	73,752

Explanation of Columns

(1) Calendar Year
(2) Determined from metered groundwater pumping
(3) Determined from metered groundwater pumping
(4) Determined from metered groundwater pumping
(5) Determined from metered groundwater pumping
(6) Estimated based on operations metered in Col4
(7) Calculated as 0.85xCol2 + 0.60xCol3 + 0.40xCol4 + Col5xCol6

(0.85, 0.60 and 0.40 are the consumptive use ratios of total pumping associated with sprinkler leveled flood and wild flood irrigation practices, respectively)

(8) - (9) Not applicable to the Alamosa-La Jara Response Area
(10) Calculated as Col7 + Col8 + Col9
(11) Calculated as Col6 - Col10

Wells that are added or deleted to the ARP Well List affect historical groundwater withdrawals figures as follows:

- Any wells that are added to the ARP will have their historical groundwater withdrawals included
- Any wells that are deleted from the ARP will have their historical groundwater withdrawals included in the groundwater withdrawals until the year that the wells are deleted
- If any wells that were deleted from a previous ARP list are added back in, any historical groundwater withdrawals from the years they were not included will have to be included in the groundwater withdrawals

The projected Net Groundwater Consumptive Use for the Plan Year is **87,980** acre-feet as shown in Table 2.1.

The Net Groundwater Consumptive Use for 2026 derived in Table 2.1 above is then input into the Response Function table contained in Table 2.2 in Column 3 in the row for 2026 to calculate projected stream depletions for the current Plan Year and into the future. The projected annual stream depletions resulting from the groundwater withdrawals of the wells included in the ARP Well list for the respective reaches and the total are shown in Columns 4 through 7.

Table 2.2
Estimated Historical and Projected Net Stream Depletions from Groundwater Withdrawals in Subdistrict No. 6
(Units in acre-feet)

			Annual Net Stream Depletions (May-Apr) a)							
Year	Conejos River near Mogote Stream Gage (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Conejos above Seledonia/ Garcia	Conejos below Seledonia/ Garcia	Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Alamosa River	La Jara Creek	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1970	201,859	66,757	138	2,283	-426	851	-1,174	262	-371	1,563
1971	139,131	73,549	164	3,356	7	1,477	-816	289	-532	3,946
1972	90,563	87,500	155	4,289	407	1,978	-543	239	-494	6,032
1973	262,772	66,120	221	4,060	640	2,103	-288	448	-408	6,776
1974	140,237	91,979	172	4,928	850	2,430	-212	343	-515	7,996
1975	255,598	65,084	223	4,442	1,004	2,399	-17	453	-244	8,261
1976	174,806	71,706	172	4,580	1,013	2,471	1	303	-296	8,245
1977	60,935	98,021	144	5,538	1,175	2,817	65	201	-673	9,267

1978	162,145	82,282	174	5,393	1,362	2,874	249	348	-522	9,879
1979	288,627	63,067	244	4,770	1,350	2,700	298	463	-251	9,574
1980	274,695	73,584	249	4,929	1,295	2,721	240	312	-301	9,444
1981	104,316	85,762	160	5,347	1,361	2,869	252	248	-511	9,725
1982	279,973	63,483	242	4,751	1,372	2,725	332	506	-248	9,681
1983	236,269	64,825	240	4,574	1,301	2,611	255	500	-240	9,241
1984	216,888	61,165	231	4,375	1,250	2,502	221	484	-235	8,827
1985	337,286	56,927	228	4,130	1,163	2,379	184	477	-230	8,330
1986	290,253	52,985	221	3,905	1,051	2,271	125	462	-221	7,814
1987	230,225	67,545	200	4,289	1,005	2,376	64	416	-360	7,991
1988	139,934	87,275	139	5,049	1,107	2,668	90	178	-607	8,625
1989	156,367	87,388	160	5,331	1,271	2,843	212	272	-515	9,574
1990	134,969	78,794	144	5,180	1,209	2,834	260	271	-461	9,438
1991	215,634	69,302	206	4,840	998	2,726	95	268	-370	8,762
1992	154,657	70,713	156	4,764	1,158	2,661	-42	311	-467	8,541
1993	248,449	55,152	220	4,242	1,009	2,482	168	416	-228	8,309
1994	211,701	77,420	223	4,761	1,109	2,569	-199	314	-227	8,550
1995	285,693	47,505	208	3,973	969	2,370	-335	433	-386	7,233
1996	145,438	88,316	164	5,018	902	2,627	-201	233	-490	8,253
1997	243,276	61,662	215	4,513	1,188	2,555	-186	435	-380	8,340
1998	167,766	75,946	143	4,790	1,252	2,604	-169	271	-471	8,422
1999	199,120	52,083	155	4,121	1,126	2,440	-29	274	-367	7,720
2000	102,872	93,950	129	5,244	1,085	2,742	-443	179	-467	8,469
2001	186,276	73,020	161	4,979	1,149	2,779	-172	284	-279	8,900
2002	41,441	108,583	157	6,081	1,380	3,148	-57	206	-541	10,374
2003	113,212	101,001	145	6,242	1,749	3,308	425	202	-674	11,396
2004	165,509	78,043	177	5,590	1,857	3,135	273	354	-531	10,855
2005	251,583	68,182	238	5,067	1,759	2,921	229	482	-421	10,275
2006	148,836	76,727	161	5,163	1,729	2,880	73	306	-533	9,779
2007	168,399	65,977	177	4,805	1,661	2,744	6	353	-254	9,493
2008	235,334	57,876	231	4,396	1,371	2,558	-135	517	-253	8,684
2009	204,792	54,720	158	4,129	1,233	2,419	-173	467	-248	7,983
2010	179,106	73,291	156	4,632	1,041	2,552	-304	295	-297	8,074
2011	165,835	90,118	174	5,326	1,140	2,824	-266	308	-548	8,958
2012	113,608	85,271	156	5,420	1,300	2,941	-64	203	-534	9,422
2013	98,533	84,945	136	5,440	1,448	2,972	103	189	-631	9,657
2014	149,340	68,049	148	4,908	1,455	2,806	146	280	-636	9,106
2015	155,333	64,692	146	4,622	1,380	2,647	120	277	-628	8,565
2016	180,401	62,141	158	4,422	1,296	2,521	104	315	-473	8,344
2017	241,792	53,385	225	4,065	1,150	2,393	69	423	-277	8,048
2018	106,529	90,533	150	5,120	1,183	2,667	-8	326	-478	8,959
2019	268,828	50,699	233	4,195	1,174	2,468	199	448	-281	8,435
2020	114,509	82,169	135	4,910	1,118	2,635	-29	188	-627	8,329
2021	150,454	77,885	146	5,010	1,209	2,729	50	277	-629	8,794

2022	167,011	75,031	158	4,948	1,250	2,736	82	316	-474	9,017
2023	241,561	68,974	206	4,733	1,250	2,661	86	418	-367	8,986
2024	161,790	64,025	157	4,499	1,202	2,561	59	267	-608	8,137
2025	126,523	68,618	147	4,581	1,146	2,570	25	282	-516	8,234
2026	**44,000**	**87,980**	**130**	**5,184**	**1,280**	**2,698**	**16**	**180**	**-597**	**8,890**
2027			131	2,491	1,789	1,837	1,552	247	-544	7,504
2028			115	1,506	1,310	1,225	1,151	217	-483	5,040
2029			103	1,043	984	877	884	193	-424	3,660
2030			86	769	754	652	705	162	-353	2,776
2031			70	559	586	491	574	132	-286	2,127
2032			55	401	458	373	473	104	-223	1,641
2033			42	279	353	275	391	78	-164	1,254
2034			28	186	276	199	325	53	-106	961
2035			13	113	208	139	266	24	-37	726
2036			0	50	153	92	217	0	0	512
2037			0	0	109	55	175	0	0	339
2038			0	0	74	21	136	0	0	231
2039			0	0	46	0	103	0	0	148
2040			0	0	19	0	75	0	0	94
2041			0	0	0	0	52	0	0	52
2042			0	0	0	0	31	0	0	31
2043			0	0	0	0	9	0	0	9
2044			0	0	0	0	0	0	0	0
2045			0	0	0	0	0	0	0	0
Avg 2011-2026	155,378	73,407	163	4,836	1,249	2,677	43	294	-519	8,743
Avg 2011-2020	159,471	73,200	166	4,843	1,264	2,687	37	296	-511	8,782
Post Plan			643	7,397	7,119	6,237	7,119	1,210	-2,620	27,105

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 (see column headers for Calendar (Jan-Dec) or Plan (May-Apr) year designations)

(2) Conejos River near Mogote Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September. The streamflow value for 2026 is from the NRCS's April 7, 2026, forecast.

(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 2025 were calculated using well meter data. NetGWCU data for 2026 was estimated from prior well meter data and projected diversions based on the projected Conejos River streamflow from the April 7, 2026, forecast.

(4) Net Stream Depletions in the Conejos above Seledonia/Garcia reach for the Plan Year (May through April) in ac-ft.

(5) Net Stream Depletions in the Conejos below Seledonia/Garcia reach for the Plan Year (May through April) in ac-ft.

(6) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the Plan Year (May through April) in ac-ft.

(7) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the Plan Year (May through April) in ac-ft.

(8) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the Plan Year (May through April) in ac-ft.

(9) Net Stream Depletions in the Alamosa River for the Plan Year (May through April) in ac-ft.

(10) Net Stream Depletions in the La Jara Creek for the Plan Year (May through April) in ac-ft.

(11) Total Net Stream Depletions columns (4 + 5 + 6 + 7 + 8 + 9 + 10) in ac-ft.

Table 2.3 is an output from the Response Functions that calculates the annual total stream depletions and monthly replacement obligations for the two reaches of the Conejos River, the Alamosa River, La Jara Creek and the three reaches of the Rio Grande. This table lists the Plan Year stream depletions as required under the Groundwater Rules.

Table 2.3
Subdistrict No. 6 Monthly Stream Depletions for Plan Year
(Units in acre-feet)

	Alamosa-La Jara Response Area Total												
	2026								2027				
Stream Reach	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Conejos above Seledonia/Garcia	20.10	17.59	12.96	9.33	7.52	7.19	8.64	10.55	7.37	6.75	8.39	14.08	**130.48**
Conejos below Seledonia/Garcia	320.65	382.03	563.56	661.97	585.38	508.88	416.00	396.97	376.92	325.94	340.69	304.67	**5,183.62**
Rio Grande Del Norte-Excelsior	91.66	90.27	82.32	83.58	99.27	112.15	104.25	116.63	131.60	120.91	134.56	112.90	**1,280.11**
Rio Grande Excelsior-Chicago	231.04	226.40	233.92	225.10	221.07	225.94	226.15	244.35	233.14	208.29	223.36	198.75	**2,697.54**
Rio Grande Chicago-State Line	29.19	10.43	-64.35	-99.48	-26.80	2.56	12.89	52.19	47.37	21.49	30.21	0.18	**15.88**
Alamosa River	92.13	22.33	-7.03	-6.67	0.94	0.36	0.26	0.43	8.97	9.18	12.10	46.79	**179.79**
La Jara Creek	-1.21	-75.97	-14.75	9.64	-7.29	-10.09	-83.33	-106.22	-110.66	-108.88	-110.27	21.63	**-597.41**
Total	**783.58**	**673.07**	**806.63**	**883.45**	**880.08**	**846.99**	**684.86**	**714.91**	**694.70**	**583.69**	**639.04**	**699.01**	**8,890.01**

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

As indicated in the lower right-hand corner of Table 2.3, the Response Functions calculated total stream depletions to the Conejos River, Alamosa River, and Rio Grande during the Plan Year, due to both past ARP Well groundwater withdrawals and the projected Plan Year ARP Well groundwater withdrawals, are **8,890.01** acre-feet. The Response Functions calculated total stream depletions to La Jara Creek are **-597.41** acre-feet, the Conejos River are **5,314.11** acre-feet, to the Alamosa River **179.79** acre-feet, and to the Rio Grande **3,993.52** acre-feet. The locations of the stream depletions and monthly quantities are also tabulated in Table 2.3.

According to the RGDSS Groundwater Model, if the wells included in the Subdistrict's ARP Well List were shut off today, there would be a continuing depletion to the river for approximately **17** years. This is the calculated time required to recover to conditions that existed before groundwater withdrawals started. The volume of water required to replace stream depletions during this recovery period is called Post-Plan Stream Depletions. Based on predictions from the Response Functions, Table 2.4 shows there would be a total of **27,105** acre-feet of Post-Plan Stream Depletions. The portion of the total Post-Plan Stream Depletions impacting each of the six designated reaches of the rivers are also included in the table.

Table 2.4
Subdistrict No. 6 Post-Plan Stream Depletions
(Units in acre-feet)

Years (May-Apr)	Conejos above Seledonia/Garcia	Conejos below Seledonia/Garcia	Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Alamosa River	La Jara Creek	Total
2027-2043	643	7,397	7,119	6,237	7,119	1,210	-2,620	**27,105**

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 3.1 shows the amounts and sources of replacement water that will be available to replace injurious stream depletions as directed by the Division Engineer of Water Division No. 3.

Table 3.1
Amounts and Sources of Replacement Water Acquired by Subdistrict No. 6

Conejos River Replacement Sources					
In Storage					
Water Right	**Remaining Balance 4/15/2026**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**	
Case No. 84CW16, Case No. 94CW62, Case No. 14CW3011	141.26	San Luis Valley Water Conservancy District	6182	Platoro Reservoir	
BLM Lovato Ditch Augmentation Water (Case No. 2002CW38A)	755.35	Bureau of Land Management	6163	Platoro Reservoir	
Richfield Canal Project Allocation Water (assumed 25% loss for release)	144.9	Richfield Canal Shareholders	Will be filed when engineering is complete	Platoro Reservoir	
Taos Valley No. 3	16.4	San Luis Valley Irrigation Well Owners	6074	Platoro Reservoir	
In Storage (acre-feet)	**1,057.91**				
On Call-Irrigation Season					
Water Right	**Expected Yield**	**Source of Diversion**	**SWSP**	**Current Storage Location**	**Contract Limitations**
Taos Valley No. 3	300.0	Rio San Antonio	6093	n/a	Lease is limited to 300 ac-ft on the Conejos
On Call Water-Irrigation Season	**300.0**				
On Call-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
AD Archuleta	No Limit		Conejos River	2200500	
Alamo Ditch	No Limit		Conejos River	2200501	

AnCon Ditch	No Limit		Conejos River	2200504	
Angustura Ditch	No Limit		Conejos River	2200503	
Antonito Ditch	No Limit		Conejos River	2200502	
Archuleta Trogillio No. 1 and No. 2	No Limit		Conejos River	2200505, 2200506	
Balls Bros 1 and 2 Ditch	No Limit		Conejos River	2200509, 2200510	
Bernardo Romero	No Limit		Conejos River	2200513	
Branch Ditch	No Limit		Conejos River	2200518	
Brazo Del Norte Ditch	No Limit		Conejos River	2200519	
Canon Irrigating Ditch	No Limit		Conejos River	2200524	
Cordova Ditch	No Limit		Conejos River	2200531	
Del Puerticito	No Limit		Conejos River	2200534	
East Bend Ditch_BLM	No Limit		Conejos River	2200535	
El Cerrito	No Limit		Conejos River	2200539	
Ephraim Canal	No Limit		Conejos River	2200541	
Espinosa Springs Ditch	No Limit		Conejos River	2200542	
Fuerticitos Ditch	No Limit		Conejos River	2200547	
Gabriel Martinez Ditch	No Limit		Conejos River	2200548	
Guadalupe Ditch	No Limit		Conejos River	2200553	
Heads Mill and Irrigation Ditch_Quinlan	No Limit		Conejos River	2200554	
Home Ditch	No Limit		Conejos River	2200555	
JF Chacon No. 2 Ditch	No Limit		Conejos River	2200561	
JF Chacon No. 3 Ditch	No Limit		Conejos River	2200562	
La Del Rio Ditch	No Limit		Conejos River	2200576	
Lopez Ditch	No Limit		Conejos River	2200583	
Los Ojos No. 1 Ditch_BLM	No Limit		Conejos River	2200584	
Los Ojos No. 2 Ditch_BLM	No Limit		Conejos River	2200585	
Los Sauces Ditch	No Limit		Conejos River	2200587	
Manassa Ditch Eastfield	No Limit		Conejos River	2200595	
Manassa No. 3	No Limit		Conejos River	2200593	
Manassa Westfield	No Limit		Conejos River	2200596	
Martinez Ditch	No Limit		Conejos River	220598	
(Mecitos) La Mesitas Ditch	No Limit		Conejos River	2200604	
Mill Ditch	No Limit		Conejos River	2200605	
Mogote Ditch	No Limit		Conejos River	2200591	
New J B Romero Ditch	No Limit		Conejos River	2200608	
Northeastern Consolidated Ditch	No Limit		Conejos River	2200609	
Overflow Ditch	No Limit		Conejos River	2200611	
Richfield Canal	No Limit		Conejos River	2200616	
Romero Ditch	No Limit		Conejos River	2200619	
Sabine School Section Ditch	No Limit		Conejos River	2200620	
Salazar Ditch	No Limit		Conejos River	2200621	
San Juan San Rafael Ditch	No Limit		Conejos River	2200624	
San Rafael Conejos Ditch	No Limit		Conejos River	2200625	

Sanford Canal	No Limit		Conejos River	2200627	
Servietta Ditch	No Limit		Conejos River	2200631	
Stover Ditch	No Limit		Conejos River	2200636	
Trogillo Ditch	No Limit		Conejos River	2200644	
William Stuart Company Irrigation Ditch	No Limit		Conejos River	2200651	
Broyles Overflow No. 4 Ditch	No Limit		Rio San Antonio	2200664	
Eight Mile Ditch	No Limit		Rio San Antonio	2200537	
Florida Ditch	No Limit		Rio San Antonio	2200543	
Galvis Ditch	No Limit		Rio San Antonio	2200549	
Jaramillo Overflow No 2 Ditch	No Limit		Rio San Antonio	2200570	
Lovato Irrigation Ditch	No Limit		Rio San Antonio	2200589	
Maes Ditch	No Limit		Rio San Antonio	2200590	
Martinez Ditch	No Limit		Rio San Antonio	2200597	
Punche Ditch	No Limit		Rio San Antonio	2200615	
Riedel Ditch	No Limit		Rio San Antonio	2200617	
Rincones Ditch	No Limit		Rio San Antonio	2200618	
Sinecero Ditch	No Limit		Rio San Antonio	2200632	
Sisneros Ditch	No Limit		Rio San Antonio	2200633	
Star Ditch	No Limit		Rio San Antonio	2200635	
Taos Valley Canal No. 3	No Limit		Rio San Antonio	2200639	
Teodoro No. 1 Ditch	No Limit		Rio San Antonio	2200640	
Llano Ditch	No Limit		Rio De Los Pinos	2200580	
Los Pinos Ditch	No Limit		Rio De Los Pinos	2200586	
On Call Water-Irrigation Season		**2,931**			
On Call-Non-Irrigation Season					
Water Right	**Total CON Allocation (all SDs)**	**Expected Yield Subdistrict 6**	**Water Previously Controlled By**	**Attributable to Depletions On**	**Current Location**
Closed Basin Project Production	**2,600**	1,898.22	RGWCD	Conejos	Closed Basin Project
On Call Agreements Non-Irrigation Season		**1,898.22**			

Rio Grande River Replacement Sources				
In Storage				
Water Right	**Remaining Balance 4/15/2026**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**
Santa Maria Reservoir (Shares in Monte Vista Canal 205 shares leased @ 0.85 ac-ft.in 2022)	127.7	Santa Maria Reservoir Company Shareholders	n/a	Santa Maria Reservoir
Santa Maria Reservoir (Shares in Monte Vista Canal 395 shares leased @ 1.036 ac-ft.in 2023)	299.8	Santa Maria Reservoir Company Shareholders	n/a	Santa Maria Reservoir
Santa Maria Reservoir (Shares in Monte Vista Canal 390 shares leased @ 0.982 ac-ft.in 2024)	280.6	Santa Maria Reservoir Company Shareholders	n/a	Santa Maria Reservoir

Santa Maria Reservoir (Shares in Monte Vista Canal 400 shares leased @ 1.29 ac-ft in.2025)	378	Santa Maria Reservoir Company Shareholders	n/a	Santa Maria Reservoir
Santa Maria Reservoir (Shares in Monte Vista Canal 430 shares leased @ 1.55 ac-ft.in 2026)	488.3	Santa Maria Reservoir Company Shareholders	n/a	Santa Maria Reservoir
Williams Creek Squaw Pass Transbasin Diversion (Case W- 1869-7)	426.3	Navajo Development, Inc.	6182	Rio Grande Reservoir
CPW Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement (Case No. CA6981, Hinsdale County)	302.0	Colorado Parks and Wildlife	7265	Rio Grande Reservoir
CPW Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement (Case No. CA6981, Hinsdale County)	693	Colorado Parks and Wildlife	SWSP will be filed prior to use	Rio Grande Reservoir
Case 14CW301 (SLVWCD)	89.1	RGWCD	6182	Continental Reservoir
Santa Maria Reservoir-SD 1	596.8	Subdistrict No. 1	n/a	Continental Reservoir
Santa Maria Reservoir-SD 1	119.7	Subdistrict No. 1	n/a	Santa Maria Reservoir
Santa Maria Reservoir-SD 1	40.39	Subdistrict No. 1	n/a	Beaver Reservoir
City of Monte Vista Augmentation Credits	536.15	City of Monte Vista	6235	Rio Grande Reservoir
Bureau of Land Management - Treasure Pass Ditch Transmountain Water	250.0	Bureau of Land Management	n/a	Continental Reservoir
Monte Vista Canal ATM Project	0.17	Monte Vista Canal Shareholders	9377	Beaver Reservoir
Pine River-Wiminuche Transmountain Ditch	77.8	Rosalind L. Weaver	9535	Rio Grande Reservoir
Bureau of Land Management – Shaw Reservoir Water	240.73	Bureau of Land Management	9438	Beaver Reservoir
Los Sauces Native Water	124.36	Los Sauces Shareholders	9528	Rio Grande Reservoir
In Storage (acre-feet)	**5,070.9**			

On Call Water-Irrigation Season					
Water Right	**Expected Yield**	**Source of Diversion**	**SWSP**	**Current Storage Location**	**Contract Limitations**
Taos Valley No. 3	3,000.0	Rio San Antonio	6093	n/a	Lease is limited to 3,000 ac-ft on the Rio Grande
Los Sauces Ditch Shareholders	299.25	Conejos River	9528	n/a	Maximum CU available is 299.25 ac-ft per SD
On Call Water-Irrigation Season	**3,299.3**				

On Call Forbearance Agreements-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
Centennial Ditch	No Limit		Rio Grande River	2000566	When in Priority 32, Ditch Superintendent can request wet water instead of forbearance with a 24-hr. notice
Chicago Ditch	No Limit		Rio Grande	2000575	Ditch owner can request wet water instead of forbearance with a 24-hr. notice
Commonwealth-Empire Canal	500		Rio Grande River	2000623	

Excelsior Ditch	No Limit		Rio Grande River	2000627	
Farmer's Union Canal, SLVID	500		Rio Grande River	2000631	
Monte Vista Canal	300		Rio Grande River	2000753	
New Ditch	No Limit		Rio Grande	2000773	Ditch owner can request wet water instead of forbearance with a 24-hr. notice
Rio Grande Canal, RGWUA	900		Rio Grande River	2000812, 2000662, 2001094, 2001007, 2000624	Partial forbearance on Priority 176, 178, 197 and 198 as calculated in agreement
Rio Grande Canal, Ponderosa	No Limit		Rio Grande River	2001094, 2000624	Partial forbearance on priorities 178 and 198
Rio Grande Canal, Kruse	No Limit		Rio Grande River	2001094, 2000624	Partial forbearance on priority 178 and 198
Rio Grande Canal, Toews	No Limit		Rio Grande River	2000624	Partial forbearance on priority 198
Rio Grande Lariat Ditch	500		Rio Grande River	2000816	
Rio Grande Piedra Valley Ditch	No Limit		Rio Grande River	2000811	
Rio Grande San Luis Ditch	No Limit		Rio Grande River	2000817	
On Call Water-Irrigation Season		**1,184**			
On Call-Non-Irrigation Season					
Water Right	**Total RG Allocation (all SDs)**	**Expected Yield Subdistrict**	**Water Previously Controlled By**	**Attributable to Depletions On**	**Current Location**
Closed Basin Project Production	**3,900**	1,907.40	RGWCD	Rio Grande	Closed Basin Project
On Call Agreements Non-Irrigation Season		**1,907.40**			

Alamosa River Replacement Sources

In Storage

Water Right	**Beginning Balance 4/15/2026**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**
Monte Vista Canal ATM/SWSP Project-Terrace Main Canal Exchanged Water	49.48	Monte Vista Canal Shareholders	9377	Terrace Reservoir
Terrace Irrigation Company Excess Augmentation Credits (Case No. 1982CW97)	39.52	Terrace Irrigation Company	6209	Terrace Reservoir
Augmentation Water (Case No. 2014CW3027 and Case No. 2016CW3019)	68.65	EXPO, LLC	9486	Terrace Reservoir
Alamosa Creek Canal SWSP	106.63	Rodney Reinhardt	9441	Terrace Reservoir
In Storage (acre-feet)	**264.28**			

On Call-Irrigation Season

Water Right	**Amount Available**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**	**Special Conditions**
Augmentation Water (Case No. 2014CW3027 and Case No. 2016CW3019), 2026	25.2	EXPO, LLC	9486	Terrace Reservoir	This source of water will only be used under approval of an SWSP and the Div. 3 Division Engineer
Alamosa Creek Canal SWSP, 2026	29.3	Rodney Reinhardt	9441	Terrace Reservoir	This source of water will only be used under approval of an

					SWSP and the Div. 3 Division Engineer
On Call Water-Irrigation Season	**54.5**				
On Call-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
Alamosa Spring Creek Ditch	No Limit		Alamosa River	2100505	
Arroya Ditch	No Limit		Alamosa River	2100506	
Capulin Ditch	No Limit		Alamosa River	2100510	
Clark Ditch	No Limit		Alamosa River	2100511	
Cottonwood Ditch	No Limit		Alamosa River	2100513	
Cristobal Rivera Ditch	No Limit		Alamosa River	2100514	
El Viejo Ditch	No Limit		Alamosa River	2100520	
Empire Canal	No Limit		Alamosa River	2100522	
Flintham Ditch	No Limit		Alamosa River	2100525	
Gallegos D3 Ditch	No Limit		Alamosa River	2100529	
Gabino Gallegos Ditch	No Limit		Alamosa River	2100526	
Garcia No. 2 Ditch	No Limit		Alamosa River	2100532	
Head Overflow No. 5 Ditch	No Limit		Alamosa River	2100539	
Lowland Overflow Ditch Company	No Limit		Alamosa River	2100558 2100575	
Miller Ditch	No Limit		Alamosa River	2100561	
Morganville	No Limit		Alamosa River	2100564	
Norland Ditch	No Limit		Alamosa River	2100570	
North Alamosa Ditch	No Limit		Alamosa River	2100571	
Ortiz Ditch	No Limit		Alamosa River	2100572	
Ramona Ditch	No Limit		Alamosa River	2100581	
San Jose Ditch No. 1	No Limit		Alamosa River	2100591	
Scandinavian Canal	No Limit		Alamosa River	2100593	
Terrace Irrigation Company	No Limit		Alamosa River	2100503, 2100601	
TK Walsh Ditch	No Limit		Alamosa River	2100600	
Union Ditch	No Limit		Alamosa River	2100602	
Valdez Ditch, Porco	No Limit		Alamosa River	2100604	Partial forbearance on Priority No. 9
Weist Ditch	No Limit		Alamosa River	2100606	
On Call Water-Irrigation Season		**150**			

La Jara Creek Replacement Sources

On Call Water-Irrigation Season					
Water Right	**Expected Yield**	**Source of Diversion**	**SWSP**	**Current Storage Location**	**Contract Limitations**
Gonzales Well	14.3	WDID 2105168	TBD	n/a	Maximum CU available is 14.3 ac-ft per SD
Canty Well	23.2	WDID 2105160	TBD	n/a	Maximum CU available is 23.17 ac-ft per SD
On Call Water-Irrigation Season	**35.7**				

On Call Forbearance Agreements-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
Alamos Ditch	No Limit		La Jara Creek	2100502	
Coddington Ditch	No Limit		La Jara Creek	2100512	
Empire Canal-La Jara	No Limit		La Jara Creek	2100521	
Eskridge Garrett Ditch	No Limit		La Jara Creek	2100523	
Gallegos Ditch No. 2	No Limit		La Jara Creek	2100528	
Garcia Ditch No. 1	No Limit		La Jara Creek	2100531	
H Louise Shawcroft Ditch	No Limit		La Jara Creek	2100535	
Hansen La Jara Overflow Ditch No. 3	No Limit		La Jara Creek	2100536	
Hardtack Ditch North Branch	No Limit		La Jara Creek	2100537	
Hardtack Ditch South Branch	No Limit		La Jara Creek	2100538	
Keystone Ditch	No Limit		La Jara Creek	2100546	
L E Shawcroft Sons Irrigation Ditch	No Limit		La Jara Creek	2100549	
Le Mita Ditch No. 1 and No. 2	No Limit		La Jara Creek	2100552, 2100553	
Louise Shawcroft Ditch	No Limit		La Jara Creek	2100712	
Lower La Jara Ditch	No Limit		La Jara Creek	2100557	
Mc Cunniff Ditch	No Limit		La Jara Creek	2100559	
Miller Ditch-La Jara	No Limit		La Jara Creek	2100560	
Murphey Crowther Ditch	No Limit		La Jara Creek	2100565	
Nate Garrett Ditch	No Limit		La Jara Creek	2100566	
Newcomb Brothers Ditch	No Limit		La Jara Creek	2100569	
Pino Real Ditch	No Limit		La Jara Creek	2100579	
Reed Ditch No. 1	No Limit		La Jara Creek	2100582	
Reed Ditch No. 2	No Limit		La Jara Creek	2100612	
Reynolds Ditch	No Limit		La Jara Creek	2100584	
Reynolds Reed Ditch	No Limit		La Jara Creek	2100583	
Romero Ditch	No Limit		La Jara Creek	2100587	
Sanco Ditch	No Limit		La Jara Creek	2100590	
Swamp Ditch	No Limit		La Jara Creek	2100599	
Valley Ditch	No Limit		La Jara Creek	2100603	
Gallegos Ditch No. 1	No Limit		Hot Creek	2100527	
Gallegos Ditch No. 4	No Limit		Hot Creek	2100530	
Jose E Atencio Ditch	No Limit		Hot Creek	2100543	
On Call Forbearance Agreements-Irrigation Season*		**118**			
***Description of how the amount for Expected Yield was calculated is in Section 3 below**					
(1) The forbearance agreements limits listed here are written into agreements for each SD individually (para. 2.1 and 2.3 of the agreement)					

2. AFTER ACQUIRED SOURCES OF REMEDY

Although Subdistrict No. 6 acknowledges that DWR cannot consider sources or remedy acquired after the submission of this ARP in evaluating the adequacy of the ARP, the Subdistrict will continue to work to acquire additional sources of remedy and/or Forbearance Agreements, and may, with approval from the Division Engineer, use those sources to remedy injury under this ARP.

3. OPERATION OF THE 2026 ANNUAL REPLACEMENT PLAN

The Subdistrict's acquired replacement sources listed in Table 3.1 may require DWR approval for use as replacement water during the ARP Year. SWSPs have been filed for the vast majority of sources for which it was required and that the Subdistrict plans to utilize during this ARP Year. The majority of these sources are renewals of previous SWSPs. Table 3.1 provides more detail on the date the SWSP was filed and the expected date the water will be available to the Subdistrict as a replacement source. The Subdistrict understands they will not be allowed to use those sources with pending SWSPs until DWR has officially approved them. The Subdistrict has forbearance and other approved sources of water that are sufficient to remedy all sources until the approvals for these additional sources are received.

The Subdistrict's replacement water, identified in Table 3.1, will be released from Platoro Reservoir, located in the Upper Conejos, Terrace Reservoir, located on the Alamosa River, and Rio Grande, Santa Maria, Continental, and Beaver Park Reservoirs, located in the Upper Rio Grande, and added to La Jara Creek via an augmentation well at the direction of the Division 3 Engineer, to offset injurious stream depletions on the respective rivers during the Plan Year. All Plan Year injurious stream depletions will be replaced in the time, location and amount that they occur, beginning May 1, 2026. These releases of water will be performed under the provisions contained in section 37-87-103, C.R.S.

Sections 37-80-120, 37-83-104, and 37-83-106, C.R.S., allow for exchanges to occur between reservoirs without a decree and if recognized by the Division Engineer. Appropriate accounting between the Division Engineer's Office and Subdistrict No. 6 will occur on a regular and routine basis if these exchanges do occur. Any reservoir exchanges done in the Plan Year will be documented and reported in the 2026 Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

As shown in Table 3.1 above, Subdistrict No. 6 has implemented Forbearance Agreements with a number of ditches located on the Conejos River, the San Antonio River, the Los Pinos River, the Alamosa River, La Jara Creek, Hot Creek and on the Rio Grande for the Plan Year. In its sole discretion, the Subdistrict will exercise these agreements, with the exception of those agreements that require the Subdistrict must forbear if the Ditch is the calling right. The Subdistrict reviewed stream flows on the Rio Grande, Conejos and Alamosa Rivers and La Jara Creek for the current and past years and used the peak and average flows during April and October to calculate the percent of priorities that have agreed to forbearance for the Plan Year within those stream flow ranges to determine the anticipated acre-feet that will be remedied by forbearance agreements on each river. Subdistrict No. 6 staff estimates that, based on this analysis, these agreements will remedy a total of **4,383** acre-feet during the Plan Year. The majority of the forbearance agreements included in Table 3.1 above may be operated at the discretion of the Subdistrict.

For the 2026 ARP, it is projected the Rio Grande will have multiple dry up points that will change throughout the Irrigation Season causing the forbearance projections to change as well. Subdistrict No. 6 reviewed the calls in 2018 for this analysis because the stream flows in this year most closely matched the projected streamflow for 2026. For the 2026 Irrigation Season, Reach 1 and 2 are projected to stay connected throughout the month of May and the call will be the same for both reaches. Beginning in June, it is projected Reach 1 and 2 will disconnect and there will be a separate call in each reach individually. For Reach 1, it is projected approximately 75% of the calls will be covered by forbearance all Irrigation Season. For Reach 2, it is projected there will be 75% forbearance for the month of May and then 50% forbearance beginning on June 1st through to the end of the Irrigation Season. For Reach 3, it is projected there will be 50% forbearance all Irrigation Season. Based on these projections, it is estimated 1,184 acre-feet of depletions will be remedied with Forbearance.

For the Conejos River, it is projected the river will stay connected for the month of May. During May the calls will be the same for Reach 1 and 2. Beginning in June, it is projected the reaches will have a dry up point and there will be a separate call in each reach. Subdistrict No. 6 reviewed the calls for 2002 for this analysis because the stream flows in this year most closely match to the forecast for 2026 stream flows. For the entire Irrigation Season, it is projected only a portion of the Reach 1 depletions will be remedied by forbearance. For Reach 2, it is projected a larger percentage of the depletions will be remedied by forbearance because there are 100% forbearance agreements for the calling rights which are expected to be calling during the Irrigation Season. Based on these projections, it is estimated 2,931 acre-feet of depletions will be remedied with forbearance.

For the Alamosa River, Subdistrict No. 6 reviewed both 2018 and 2020 calls to project the amount of forbearance for the Irrigation Season. The Alamosa only has one reach to remedy depletions on. Based on the analysis, it is projected between 141 to 158 acre-feet will be remedied by forbearance during the Irrigation Season.

For La Jara Creek, Subdistrict No. 6 reviewed both 2018 and 2020 calls to project forbearance for the Irrigation Season. Based on this analysis, it is projected there could be up to 118 acre-feet of depletions remedied by forbearance.

After submittal of this ARP, Subdistrict No. 6 staff will work with DWR to establish an understanding as to the hierarchy for the use of individual sources of remedy by stream.

As specified in this ARP, several ditches within Stream Reaches 1 and 2 on the Conejos River, the Alamosa River, the San Antonio River, the Los Pinos River, La Jara Creek, Hot Creek, and fourteen ditches within Stream Reaches 1, 2, and 3 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 6 to remedy injurious stream depletions during the Plan Year, if needed. Some of these same ditches may be approached to consider long-term or permanent forbearance agreements for the future.

At times when the Conejos, the San Antonio, and the Los Pinos are connected, the calling right can be on the San Antonio or the Los Pinos. When these conditions exist, the injury can occur on

the San Antonio or the Los Pinos and forbearance agreements may be utilized to remedy the injurious stream depletions. The projected acre-feet of forbearance are based on an analysis of the number of days each ditch was the calling right in years of similar hydrologic conditions as those predicted in 2026. The average number of days each ditch was estimated to the calling right was then multiplied by the average daily acre-feet of injurious stream depletions during the Plan Year, excluding months outside the irrigation season. These expected yields are not a limit to the number of acre-feet of injurious stream depletions that can be remedied through forbearance, but a conservative estimate of their potential yield to show the Subdistrict's ability to remedy injurious stream depletions

Water released to the river for replacement of injurious stream depletions below the Excelsior Ditch, at times when the Rio Grande is dry at that headgate, will be carried around that dry reach through the Centennial Ditch. Those flows will be measured and delivered directly to the Rio Grande at a point approximately ½ mile east of Alamosa CR 105 at the point where the Centennial Ditch can return water directly into the Rio Grande. That point is above any water right that may be injured while in priority. The Costilla Ditch is the only structure and water right in this intervening reach of the river, and under most conditions, when the Costilla Ditch is in priority (No. 293), there will be water flowing in this reach to serve other downstream senior diverters and the Rio Grande Compact deliveries. In the event the Costilla Ditch is entitled to water in priority and there is no flow at their headgate due to stream depletions from Subdistrict No. 6 groundwater withdrawals, adequate water will be released to replace the injurious stream depletion amount to that stream reach. The Centennial Ditch must be adequate to efficiently deliver water around the dry stretch of river to the satisfaction of the Division Engineer prior to being considered a viable option. The Centennial Ditch Company's water rights are senior enough to accomplish this carriage in any foreseeable situation (Priority Nos. 32 and 173). The agreement to carry that water with the Centennial Ditch Company is attached as Appendix I

The Response Functions did not predict stream depletions caused by the withdrawal of groundwater by ARP Wells to streams other than the Conejos River, Alamosa River, La Jara Creek and the Rio Grande in amounts above the minimum threshold to reliably predict injury. Therefore, Subdistrict No. 6 is not required to make replacements to any stream other than La Jara Creek, the Conejos River, Alamosa River, and 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, Subdistrict No. 6 may submit a request to the DWR to allow the injurious stream depletions to the lower reach of the Rio Grande to be replaced after the irrigation season or when compact deliveries are being made. The only instances where Subdistrict No. 6 would not be required to replace these injurious stream depletions are when there is an excess of 150,000 acre-feet of credit for Colorado or when Elephant Butte Reservoir has spilled, as any additional water passing the Lobatos Gage will not result in a compact credit to Colorado. The CBP may continue to deliver salvaged water to the stream as directed by the CBP Operating Committee or other laws and policies.

The Groundwater Rules require remedies sufficient to also remedy total Post-Plan Stream Depletions caused by current and past years' ARP Wells groundwater withdrawals that deplete the streams after the term of this ARP. Subdistrict No. 6 will continue to work diligently towards

obtaining permanent and/or renewable supplies to remedy future injurious stream depletions caused by present or future groundwater withdrawals by Subdistrict ARP Wells.

The Response Functions utilized in the ARP demonstrate that post-plan impacts from past and present groundwater withdrawals by ARP Wells will fluctuate depending on climatic conditions affecting river flows on La Jara Creek and the Rio Grande, Alamosa, and Conejos Rivers. Section 4.1.5 of Subdistrict No. 6's PWM includes the provision, "the Subdistrict may continue to assess fees until all Post-Plan Injurious Stream Depletions caused by past groundwater withdrawals from Subdistrict Wells have been remedied." This allows Subdistrict No. 6 to provide a financial guarantee to assure that all Post-Plan Injurious Stream Depletions will be replaced or otherwise remedied if Subdistrict No. 6 were to fail or otherwise not be allowed to continue groundwater withdrawals. Subdistrict No. 6 will continue to acquire replacement water for replacing current injurious stream depletions to the impacted streams and also for Post-Plan Injurious Stream Depletions as calculated by the RGDSS Groundwater Model and deemed necessary by DWR and other long-term or permanent remedies, as appropriate.

If Subdistrict No. 6 were to fail, the individual well owners in Subdistrict No. 6 would have to obtain plans for augmentation or take other measures to comply with the Groundwater Rules. Presumably, those plans would be required to replace these Post-Plan Injurious Stream Depletions into the future. In the interim, Subdistrict No. 6 or the Rio Grande Water Conservation District will remedy those Post-Plan Injurious Stream Depletions by supplying water or through agreements of the type contemplated by section 37-92- 501(4)(b)(I)(B) C.R.S., pursuant to which injury to water rights is remedied by means other than providing water to replace stream depletions.

Before March 1, 2027, in accordance with Rule 12.1, Subdistrict No. 6 will recalculate the injurious stream depletions for the Plan Year using the actual stream flows from April 1-September 30, 2026, and actual metered groundwater withdrawals reported to DWR for the prior Water Administration Year. An analysis will be prepared on a daily basis and by stream reach to calculate any differences between the stream depletions projected in the ARP and the stream depletions calculated with the actual data. If Subdistrict No. 6 has underpaid depletions and an opportunity exists to cover all or a portion of this underpayment by aggregating their underpayment with the overpayment of depletions by another subdistrict, a request to allow this aggregation will be made to the Division No. 3 Division Engineer. Subdistrict No. 6 would also make a request to allow any overpayment of depletions they may have to be aggregated with the underpayment of depletions by another Subdistrict.

4. ANTICIPATED FUNDING FOR PLAN YEAR

Subdistrict No. 6 has approved the creation of a Water Activity Enterprise. The Subdistrict assesses two separate fees to those Subdistrict ARP Well owners that are benefited from the activities of Subdistrict No. 6. These fees are as follows:

a. Administrative Fee: This fee is assessed to offset the cost of administering the PWM and ARP.

b. Groundwater Withdrawal Fee: This fee is assessed in two parts per acre-foot of groundwater withdrawn from ARP Wells. This fee is set every year by the Board of Managers in an amount necessary to purchase replacement water or other sources of replacement to offset injury to those senior water rights caused by Subdistrict No. 6 ARP Wells groundwater withdrawals, to fund programs to comply with the sustainable water supply requirements of the Groundwater Rules, and to fund additional programs Subdistrict No. 6 may deem necessary to meet its goals and objectives.

The fees are set by the Board of Managers and certified in December of each year to the Alamosa, Conejos, and Rio Grande County treasurers to be included on their tax rolls. The county treasurers collect these fees and remit them to the Subdistrict on a monthly basis in the following calendar year.

For 2025, the Groundwater Withdrawal Fee for every acre-foot of groundwater withdrawn by ARP Wells for sprinkler application was assessed $24.26 and every acre-foot of groundwater withdrawn by ARP Wells for flood application was assessed $19.69. ARP Wells that are used for commercial, industrial, municipal and fish propagation applications were assessed a variable Groundwater Withdrawal Fee in the range of $0.60 to $19.84 per acre-foot. For 2025, the Administrative Fee was set at $155.31 per in-active well and $310.62 per active well (or meter when multiple wells are combined through a single meter). The total 2025 Subdistrict No. 6 assessments which were placed on the tax rolls in 2025 to be collected in 2026 are:

Table 4.1
Subdistrict No. 6 Assessments to Fund ARP Operations

Fee Type	Amount of 2025 Assessments
Administrative Fees	$ 144,655.10
Groundwater Withdrawal Fees	$ 1,879,616.76

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

1. BUREAU OF LAND MANAGEMENT'S TREASURE PASS TRANSMOUNTAIN WATER HELD IN BEAVER RESERVOIR

The United States Fish and Wildlife Service (USFWS) and Bureau of Land Management (BLM) are currently working on inter-agency agreements amongst themselves and other federal agencies to assist each other in meeting the requirements of both the Groundwater Rules and the Subdistricts. For the 2026 Plan Year, BLM agreed to exchange 250.0 acre-feet of Treasure Pass Transmountain water that is partially stored and the remainder will be accrued in Beaver Reservoir to be used for the remedy of injurious depletions caused by ARP Wells on behalf of the USFWS. The Subdistrict plans on submitting an After Acquired Source request to DWR in

order to allow the Subdistrict to utilize this water in the 2026 Plan Year for augmentation purposes. Appendix F includes documentation for this transfer.

2. LEASE OF LOS SAUCES DITCH SHARES FROM LOS SAUCES DITCH SHAREHOLDERS AND THE FALLOW OF HISTORICALLY IRRIGATED ACRES

For the 2026 Plan Year, Subdistrict No. 3, in conjunction with Subdistrict No. 6 and the Trinchera Subdistrict, have leased 20.59 of Los Sauces Ditch shares from and entered into Lease Fallow agreements with five (5) Los Sauces Ditch shareholders for the purpose of drying up approximately 592.80 acres, west of Highway 28, that are serviced by the Los Sauces Ditch. The Los Sauces Ditch owns 100% of Priority 32, 88.43 cfs in total. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved ARPs to supply water to remedy injurious depletions in time, location, or amount, through an administrative exchange, either directly or after storage in a reservoir for release later in the same irrigation season or in a subsequent irrigation season, and/or lease said credits to another subdistrict for the same purpose. The average annual historical consumptive use for the subject 20.59 shares is 897.76 acre-feet per year. The actual amount of consumptive use may vary based on the hydrological conditions but the intent of the Subdistricts is to split the total consumptive use equally amongst themselves. This means that, on average, Subdistrict No. 3 is entitled to 299.25 acre-feet of consumptive use.

SWSP ID# 9528 was submitted to DWR on March 6, 2026, requesting that the subject 20.59 shares be changed to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved ARP, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. Appendix F includes documentation for these leases.

3. LEASE OF GONZALES AND CANTY WELLS FOR AUGMENTATION USE ON LA JARA CREEK

For the 2026 Plan Year, Subdistrict No. 6, in conjunction with Subdistrict No. 3 and the Trinchera Subdistrict, have leased two wells in close proximity to La Jara Creek and have filed SWSPs to change the use from irrigation to augmentation and storage. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved ARPs to supply water to remedy injurious depletions in time, location, or amount, through an administrative exchange, either directly or after storage in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts have a lease agreement with Mrs. Gonzales to lease the use of her well WDID 2105168 and associated water rights to temporarily fallow the land that this well has been serving in recent years. This well was decreed as Well No. 1 W-732 as an irrigation well with a diversion limitation of 2,750 g.p.m. with a priority date of November 13, 1964. It was permitted as 5571-F. The Statement of Beneficial Use amended the permit correcting the location of the well and location of the lands irrigated. The Statement of Beneficial Use lists irrigation of 400 acres in Section 14 and the East ½ of Section 15 in Township 35 North, Range 8 East NMPM and the location of the well as the South East of the North East of Section 15. The well is completed to a depth of 551 feet and sits west of the blue clay. The parcel served by the well is a part circle center pivot serving 74 acres.

The Subdistricts also have a lease agreement with Mr. Canty to lease the use of his well WDID 2105160 and associated water rights. This well was decreed as Well No. 1 W-668 as an irrigation well with a diversion limitation of 1,500 g.p.m. and a priority date of March 31,1957. It was permitted as 1478-R. Water court case 16CW3002 changed the place of use and quantified the average consumptive use at 69.5 acre-ft. In a stipulation it was agreed that the original well would no longer be used to pump water and instead a new well will be drilled at the new location of use. As of the date of this application, the new well has not been drilled. The original well sits west of the blue clay and was completed to 330 ft with perforations from 100' to 330'. It is completed into layer 4. Appendix F includes documentation for these leases.

5. FORBEARANCE AGREEMENTS

Forbearance agreements have been reached with a multitude of ditches, copies of which are included in Appendix G along with a summary of the details of each agreement. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 6 has reached agreements with these ditches whereby they accept that, subject to the specific provisions of the forbearance agreement, injury to their water rights resulting from the use of groundwater by ARP Wells may be remedied by means other than providing water to replace stream depletions, when they are the calling right on La Jara Creek, the Conejos River, Alamosa River, and Rio Grande Systems. The expected yield of these agreements is as shown above in Table 3.1. See Appendix G for documentation of these Forbearance Agreements.

6. CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Division Engineer's Rio Grande Compact Ten-Day Report on April 6, 2026, the projected production of the project delivered to the Rio Grande is 6,500 acre-feet during the 2026 calendar year. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users' organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years.

Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande's share of the Project's usable yield is made by the RGWUA and the SLVWCD. At a meeting of the RGWUA's Board of Directors on March 19, 2026, the Board of Directors passed a motion to specifically allocate 3,900 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under this ARP and in conjunction with Subdistrict No.1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 5. The Board of Directors of the SLVWCD approved an allocation of up to the total CBP production allocated to the Rio Grande, or 60% of the total useable CBP yield in 2026, so long as Subdistrict's use does not affect the allocation of CBP flows to the Rio Grande and Conejos River's compact obligations. The CWCD Board of Directors allocated the Conejos's 40% share of the usable yield of the Closed Basin Project in 2026 to replace the stream depletions under this ARP. The projected amount of the CBP production needed by Subdistrict No. 6 under this ARP is shown above in Table 3.1. See Appendix H for a copy of these letters.

11.1.5 DOCUMENTATION OF PROGRESS TOWARDS ACHIEVING

AND MAINTAINING A SUSTAINABLE WATER SUPPLY

Rule 8.1.7 of the Groundwater Rules includes provisions for meeting the requirements for achieving and maintaining a Sustainable Water Supply in the confined aquifer. Per the State Engineer's approval letter for the PWM, dated September 25th, 2019, the Alamosa-La Jara Response Area five-year running average groundwater withdrawals were below the 1978-2000 average groundwater withdrawals for the Alamosa-La Jara Response Area with a five-year average of 91,903 acre-feet (for the period 2014-2018). Per the July 1, 2025, memo from the State Engineer, "Five Year Groundwater Withdrawals in Confined Aquifer Response Area in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.5," the 2020-2024 five-year average groundwater withdrawals for the Alamosa-La Jara Response Area was 95,751 acre-feet. It is anticipated that the five-year average will decrease when the 2020 withdrawals of 105,959 acre-feet are removed and the lower withdrawals for 2025 are included. 2025 was a below-average year on the Rio Grande River, and therefore, it is anticipated that the State Engineer's next calculation of the Alamosa-La Jara Response Area five-year average will decrease by approximately 3,302 acre-feet based on the trend in the Subdistrict. The State Engineer's memo is included in Appendix J.

The current five-year running average groundwater withdrawals for ARP Wells, which includes contract wells, for the period 2020-2025 is 92,489 acre-feet. The previous five-year running average from 2020-2024 for ARP Wells, including contract wells, was 95,751 acre-feet. The five-year running average decreased in 2025 by 3,302 acre-feet for ARP Wells with the 2020-2024 five-year running average. This calculation is based on 2025 groundwater withdrawals downloaded on April 1, 2026, from the records of the Division of Water Resources for ARP wells.

Subdistrict metered groundwater withdrawals account for approximately 99 percent of the total metered groundwater withdrawals annually over the period 2011-2025 in the Alamosa-La Jara Response Area. Based on this calculation and the trends of both the Alamosa-La Jara Response Area and the Subdistrict's five-year average, the Subdistrict will remain in compliance with the Sustainable Water Supply Requirement of the Rules.

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

Included as Appendix K is a chart that includes the water level measurements obtained in March of each year for the wells used by DWR to calculate the Composite Water Head for the Alamosa-La Jara Response Area. Also included in Appendix K is the State Engineer's memo dated July 1, 2025, regarding the "Composite Water Head for Confined Aquifer Response Area in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.4."

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

The Board of Managers included language in the PWM to continue to monitor groundwater withdrawals for the purpose of meeting the Sustainable Water Supply requirements in the

Groundwater Rules and to propose remedies, if necessary, as part of the ARP process. For 2026, the Board of Managers will monitor groundwater withdrawal amounts following the continued Subdistrict assessments to determine what, if any, effect they would have on groundwater withdrawal amounts. In addition to monitoring these groundwater withdrawal amounts, Subdistrict No. 6 is pursuing the fallowing of irrigated lands within the boundaries of the Subdistrict via its Pumping Reduction Program (PRP) detailed in Paragraph 4 in Section 11.1.5. It is anticipated that the PRP, coupled with the imposition of the Groundwater Withdrawal Fees, will reduce the amount of groundwater withdrawn by ARP Wells, and maintain the Subdistrict's groundwater withdrawals within the limits set by the Groundwater Rules.

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

FIVE YEAR TEMPORARY PUMPING REDUCTION CONTRACT WITH MR. JAMES N. HART

Mr. James N. Hart entered into a five-year Temporary Pumping Reduction Contract (Contract) with Subdistrict No. 6 on December 16, 2024, for the purpose of reducing the annual amount of groundwater withdrawn under WDID 2012586; Case No. W-2549, Well No. 2, District Court in and for Water Division No. 3; Permit No. 053198-F (Water Right). Mr. Hart is the owner of the Water Right, has historically used the Water Rights for piscatorial purposes, and has the legal right and physical ability to withdraw at least 500 acre-feet per year under the Water Right. The Contract will operate from January 1, 2025, through December 31, 2030.

Mr. Hart has agreed to limit his groundwater withdrawals from the Water Right to 100 acre-feet per year, or 500 acre-feet over the five-year term of the Contract. Mr. Hart may withdraw any amount in a given year under the Water Rights, but cannot exceed 500 acre-feet over the Term of the Contract. Mr. Hart will provide the Subdistrict with the meter reading for WDID 2012586 by December 31 every year during the term period of the Contract.

4. OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE

The Subdistrict is implementing a Pumping Reduction Program (PRP) again for the 2026 irrigation season. The goal of the PRP is to compensate Subdistrict Members who reduce their groundwater withdrawals on a Farm Unit basis to assist in maintaining the sustainability of the Confined Aquifer underlying Subdistrict No. 6. During the 2024 and 2025 Plan Years, the PRP reduced groundwater withdrawals within the Subdistrict by 1,954.3 and 2,959.8 acre-feet, respectively. For the 2026 Plan Year, participating Subdistrict Members have committed to reducing their overall pumping by approximately 2,514 acre-feet.

The Subdistrict has also approved a resolution to incentivize the RGWCD's Senate Bill 22-028 well purchase program by adding an additional $500 per acre-foot payment to Subdistrict Members whose program applications are approved.

In addition to incentivizing reductions in Subdistrict Members' groundwater withdrawals, the

Subdistrict has also imposed contract-mandated limitations to the U.S. Fish and Wildlife Service's annual and average groundwater withdrawals that amount to an average annual reduction of approximately 800 acre-feet.

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2026 PLAN YEAR
APPENDICES

Prepared

April 15, 2026

By

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

In consultation with

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P.O. Box 1840, 1314 11th Street
Alamosa, Colorado 81101

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APPENDIX A

Tabulation of Subdistrict ARP Wells

ARP Wells (WDIDs)	2025 Metered Diversions (in ac.-ft.)	WDID Included in ARP List By
2005002	104.28	Petition
2005003	215.08	Petition
2005004	217.91	Petition
2005011	195.82	Petition
2005014	666.43	Contract in 2020
2005015	0.00	Contract in 2020
2005016	0.00	Contract in 2020
2005017	0.00	Contract in 2020
2005020	132.73	Petition
2005021	0.00	Petition
2005023	280.96	Petition
2005027	30.23	Petition
2005028	477.68	Petition
2005031	469.16	Petition
2005032	102.65	Petition
2005034	117.56	Petition
2005036	163.21	Petition
2005043	165.45	Petition
2005054	434.79	Petition
2005055	205.83	Petition
2005066	329.83	Contract in 2020
2005067	71.77	Contract in 2020
2005070	161.46	Petition
2005073	241.87	Petition
2005074	95.05	Petition
2005075	0.00	Petition
2005076	109.62	Petition
2005083	0.00	Contract in 2020
2005106	178.67	Petition
2005108	294.64	Petition
2005110	303.23	Petition
2005117	177.74	Petition
2005118	186.28	Petition
2005128	203.34	Petition
2005129	191.34	Petition
2005130	429.51	Petition
2005139	19.55	Petition
2005143	310.19	Contract in 2020
2005146	317.25	Petition
2005147	283.13	Petition
2005151	230.61	Petition
2005180	0.00	Petition
2005188	503.51	Petition

2005189	10.48	Petition
2005190	0.00	Petition
2005194	134.75	Petition
2005200	165.92	Petition
2005204	0.00	Petition
2005209	295.82	Petition
2005210	290.39	Petition
2005317	253.66	Petition
2005318	354.43	Petition
2005319	127.40	Petition
2005321	0.00	Petition
2005369	261.21	Petition
2005373	0.00	Replaced WDID 2014624 in 2022 PWR
2005385	227.06	Petition
2005386	453.68	Petition
2005389	153.73	Contract in 2020
2005390	0.00	Contract in 2020
2005395	123.23	Petition
2005414	0.00	Petition
2005415	236.48	Petition
2005419	4.39	Petition
2005420	29.61	Petition
2005441	0.00	Petition
2005442	0.01	Petition
2005486	0.00	Petition
2005600	320.18	Petition
2005667	21.63	Contract in 2020
2005805	0.00	Petition
2005873	246.65	Petition
2005874	365.39	Petition
2005875	365.46	Petition
2005883	0.00	Petition
2005917	0.00	Petition
2005925	0.00	Petition
2006000	1418.53	Contract in 2020
2006071	368.44	Contract in 2020
2006073	1166.72	Contract in 2020
2006101	212.22	Contract in 2020
2006105	812.73	Contract in 2020
2006122	969.36	Contract in 2020
2006130	62.60	Contract in 2020
2006181	287.68	Contract in 2020
2006225	0.00	Contract in 2020
2006228	220.85	Contract in 2020
2006236	0.00	Contract in 2020
2006237	0.00	Contract in 2020
2006257	0.08	Contract in 2020

2006258	111.57	Contract in 2020
2006259	0.04	Contract in 2020
2006260	327.09	Contract in 2020
2006261	560.96	Contract in 2020
2006296	280.66	Petition
2006316	812.82	Contract in 2020
2006317	339.80	Contract in 2020
2006406	73.90	Contract in 2020
2006408	53.00	Contract in 2020
2006641	191.83	Petition
2006680	225.87	Petition
2006690	942.90	Contract in 2020
2008022	**0.00**	**Contract in 2024**
2008079	0.00	Contract in 2020
2008081	227.29	Contract in 2020
2008101	484.37	Contract in 2020
2008102	232.07	Contract in 2020
2008104	641.04	Contract in 2020
2008105	0.00	Contract in 2020
2008106	248.20	Contract in 2020
2008112	0.00	Contract in 2020
2008123	278.70	Contract in 2020
2008124	0.00	Contract in 2020
2008312	0.00	Contract in 2020
2008313	0.00	Petition
2008314	0.00	Contract in 2020
2008327	305.73	Petition
2008329	456.65	Petition
2008331	130.10	Petition
2008332	4.03	Petition
2008334	380.39	Petition
2008337	82.75	Petition
2008339	199.44	Petition
2008369	7.00	Contract in 2022
2008393	427.50	Petition
2008394	62.57	Petition
2008487	267.90	Petition
2008488	0.00	Contract in 2020
2008491	0.00	Petition
2008492	112.03	Petition
2008493	0.00	Petition
2008494	161.71	Petition
2008495	0.00	Petition
2008496	338.74	Petition
2008498	402.13	Petition
2008506	318.59	Petition
2008507	52.15	Petition

2008508	304.96	Petition
2008515	25.18	Petition
2008523	102.67	Petition
2008533	89.91	Petition
2008534	178.85	Petition
2008557	189.97	Petition
2008558	0.00	Petition
2008569	366.64	Petition
2008588	353.10	Petition
2008589	145.10	Petition
2008605	42.20	Petition
2008618	0.00	Petition
2008619	0.00	Petition
2008650	0.00	Petition
2008673	0.00	Petition
2008674	164.11	Petition
2008685	191.78	Contract in 2020
2008691	93.60	Petition
2008694	0.00	Contract in 2020
2008695	1350.07	Contract in 2020
2008696	197.92	Petition
2008699	259.07	Contract in 2022
2008700	0.00	Petition
2008701	59.84	Petition
2008702	80.98	Petition
2008713	208.22	Petition
2008714	1.22	Petition
2008755	263.65	Petition
2008758	0.00	Petition
2008759	127.63	Petition
2008762	258.80	Petition
2008785	467.27	Petition
2008831	143.59	Petition
2008832	82.99	Petition
2008850	144.32	Petition
2008856	0.00	Petition
2008857	124.37	Petition
2008858	0.14	Replaced WDID 2013691, Corrected by Affirmation, in 2024 for 2025 ARP
2008881	79.20	Petition
2008927	0.00	Petition
2008970	150.25	Petition
2008971	448.11	Petition
2008976	156.63	Petition
2009024	485.06	Petition
2009081	42.38	Petition
2009126	131.59	Petition

2009128	0.00	Petition
2009129	13.98	Petition
2009160	277.24	Petition
2009161	526.53	Petition
2009162	369.45	Petition
2009225	824.02	Petition
2009226	92.51	Petition
2009232	264.64	Petition
2009239	0.00	Petition
2009240	8.49	Contract in 2021
2009258	48.54	Petition
2009316	205.21	Petition
2009317	10.34	Petition
2009318	156.02	Petition
2009319	208.36	Petition
2009321	0.04	Petition
2009327	0.00	Petition
2009338	0.00	Petition
2009339	212.75	Petition
2009390	61.88	Petition
2009412	93.75	Petition
2009439	243.77	Petition
2009447	180.87	Petition
2009484	381.56	Petition
2009492	106.83	Petition
2009493	0.00	Contract in 2021
2009494	0.00	Contract in 2021
2009495	195.32	Petition
2009496	158.08	Petition
2009516	514.16	Petition
2009558	324.39	Petition
2009560	0.00	Petition
2009561	186.30	Petition
2009612	14.39	Petition
2009638	252.62	Contract in 2020
2009649	0.19	Contract in 2024
2009658	0.00	Petition
2009669	78.37	Petition
2009670	208.67	Petition
2009727	0.00	Petition
2009736	211.36	Petition
2009746	0.00	Petition
2009774	136.50	Petition
2009809	286.37	Petition
2009810	145.29	Petition
2009851	0.00	Petition
2009852	0.00	Petition

2009918	0.00	Petition
2009919	484.53	Petition
2009920	0.00	Petition
2009983	65.22	Petition
2009984	25.55	Petition
2009985	86.58	Petition
2010069	164.33	Petition
2010070	207.58	Petition
2010091	140.87	Petition
2010095	0.00	Petition
2010096	0.00	Petition
2010097	104.93	Petition
2010103	0.00	Petition
2010104	383.70	Petition
2010105	175.36	Petition
2010128	127.90	Petition
2010131	5.00	Contract in 2023
2010158	0.00	Contract in 2023
2010159	0.00	Contract in 2023
2010160	446.63	Petition
2010161	0.00	Petition
2010176	7.09	Petition
2010184	0.00	Contract in 2023
2010185	0.00	Contract in 2023
2010186	0.00	Contract in 2023
2010204	335.17	Petition
2010253	3.26	Petition
2010366	44.41	Petition
2010420	390.52	Petition
2010441	0.00	Petition
2010465	259.93	Petition
2010478	162.50	Contract in 2020
2010479	245.33	Petition
2010484	150.17	Petition
2010486	0.00	Contract in 2020
2010494	61.38	Petition
2010496	0.00	Petition
2010529	0.00	Petition
2010533	71.91	Petition
2010536	0.00	Petition
2010537	114.29	Petition
2010538	216.86	Petition
2010539	0.00	Petition
2010540	0.00	Petition
2010585	310.18	Petition
2010653	288.24	Petition
2010654	0.00	Petition

2010706	100.65	Petition
2010736	6.71	Petition
2010737	2.53	Petition
2010773	454.06	Contract in 2020
2010774	266.85	Contract in 2020
2010775	734.71	Contract in 2020
2010858	157.08	Petition
2010864	418.22	Petition
2010866	0.00	Contract in 2020
2010867	205.93	Contract in 2020
2010868	129.59	Petition
2010869	485.61	Contract in 2020
2010870	234.35	Petition
2010907	313.01	Contract in 2020
2010908	276.76	Petition
2010921	159.19	Petition
2010928	2.26	Petition
2010984	208.75	Petition
2011034	232.11	Petition
2011055	186.53	Petition
2011056	0.00	Petition
2011058	194.96	Petition
2011061	185.54	Petition
2011062	0.00	Petition
2011083	1.33	Contract in 2022
2011085	1.33	Contract in 2022
2011114	1332.92	Petition
2011149	0.10	Contract in 2020
2011164	0.00	Petition
2011165	264.94	Petition
2011204	114.09	Corrected by Affirmation
2011205	7.22	Contract in 2022
2011225	0.00	Petition
2011228	0.00	Petition
2011229	0.00	Petition
2011230	0.00	Petition
2011355	0.00	Contract in 2021
2011360	295.07	Petition
2011361	177.12	Petition
2011396	191.55	Petition
2011432	213.57	Petition
2011435	148.72	Petition
2011452	315.07	Petition
2011453	286.92	Petition
2011545	539.85	Petition
2011566	213.54	Petition
2011664	8.00	Contract in 2020

2011684	0.00	Contract in 2020
2011685	0.03	Contract in 2020
2011687	35.43	Petition
2011688	3.45	Petition
2011695	0.00	Petition
2011696	0.00	Petition
2011697	0.00	Petition
2011741	18.92	Petition
2011747	0.00	Petition
2011748	0.00	Petition
2011749	0.00	Petition
2011901	35.33	Contract in 2022
2011904	4.97	Petition
2011907	141.43	Petition
2011909	0.66	Petition
2011973	375.72	Petition
2011987	98.09	Petition
2012068	286.57	Petition
2012069	124.24	Petition
2012077	0.00	Petition
2012079	0.00	Petition
2012081	0.55	Petition
2012086	9.20	Petition
2012088	0.00	Petition
2012096	422.44	Petition
2012097	0.00	Petition
2012118	625.88	Petition
2012119	0.00	Petition
2012120	0.00	Petition
2012121	0.00	Petition
2012190	0.00	Contract in 2020
2012192	0.00	Petition
2012244	208.06	Petition
2012273	39.16	Petition
2012366	0.00	Petition
2012372	2.31	Contract in 2020
2012471	0.00	Petition
2012472	309.23	Petition
2012503	0.00	Petition
2012513	6.42	Contract in 2020
2012535	176.38	Contract in 2020
2012536	0.00	Petition
2012551	47.81	Petition
2012555	0.24	Contract in 2024 for 2025 ARP
2012556	192.38	Petition
2012562	111.12	Petition
2012586	0.00	Petition

2012639	157.57	Petition
2012662	0.00	Petition
2012663	133.97	Petition
2012680	0.00	Petition
2012685	277.83	Petition
2012686	275.42	Petition
2012687	133.22	Petition
2012688	0.00	Contract in 2022
2012689	0.00	Contract in 2022
2012965	0.00	Petition
2013136	146.70	Petition
2013137	0.00	Contract in 2021
2013138	0.00	Contract in 2021
2013139	195.26	Petition
2013257	1.08	Petition
2013284	0.00	Petition
2013409	125.95	Petition
2013560	0.00	Petition
2013589	133.69	Petition
2013707	317.35	Petition
2013718	0.00	Petition
2013763	187.66	Petition
2013764	20.76	Petition
2013825	145.53	Petition
2013846	52.52	Petition
2013869	109.08	Petition
2013872	0.10	Petition
2013889	176.78	Petition
2013940	12.08	Petition
2013963	1.21	Petition
2013984	107.84	Petition
2013985	185.24	Petition
2013990	26.30	Petition
2013991	188.58	Petition
2013992	62.68	Petition
2014159	0.00	Petition
2014186	14.50	Petition
2014260	0.00	Petition-Fully Augmented
2014332	107.87	Petition
2014354	53.71	Petition
2014378	0.00	Petition
2014381	0.00	Petition
2014440	253.73	Petition
2014462	146.84	Petition
2014472	122.17	Petition
2014624	227.99	Replaced WDID 2005373 in 2022 PWR
2014626	401.12	Erroniously omitted until the 2025 PWR

2014693	0.00	Added via Inclusion Agreement to 2026 ARP
2105000	118.63	Petition
2105001	0.00	Petition
2105002	244.58	Petition
2105003	374.54	Petition
2105005	478.64	Petition
2105006	154.51	Petition
2105008	0.00	Petition
2105009	259.57	Petition
2105010	0.18	Petition
2105011	0.19	Petition
2105012	117.64	Petition
2105013	178.82	Petition
2105014	315.15	Petition
2105015	125.85	Petition
2105016	277.97	Petition
2105017	128.43	Petition
2105021	109.21	Petition
2105022	205.37	Petition
2105026	294.22	Petition
2105027	0.00	Petition
2105031	483.58	Petition
2105037	651.97	Petition
2105038	0.00	Petition
2105039	0.00	Petition
2105040	237.48	Petition
2105041	650.69	Petition
2105042	257.51	Petition
2105044	272.79	Petition
2105045	382.10	Petition
2105046	62.74	Petition
2105055	294.81	Petition
2105056	122.43	Petition
2105058	50.74	Petition
2105059	0.00	Petition
2105061	0.00	Petition
2105062	84.11	Petition
2105071	0.00	Petition
2105072	219.71	Petition
2105077	199.66	Petition
2105078	158.95	Petition
2105079	192.36	Petition
2105083	182.83	Contract in 2020
2105084	0.00	Contract in 2020
2105087	246.74	Petition
2105088	113.56	Petition
2105089	656.11	Petition

2105090	241.74	Petition
2105091	126.03	Petition
2105131	159.45	Petition
2105132	158.73	Petition
2105133	0.00	Contract in 2020
2105134	136.97	Petition
2105138	220.76	Petition
2105151	288.45	Petition
2105157	285.89	Petition
2105159	602.00	Petition
2105160	0.00	Petition
2105162	257.38	Petition
2105164	92.07	Petition
2105165	42.52	Petition
2105167	657.57	Petition
2105168	0.00	Petition
2105173	227.57	Petition
2105187	301.26	Petition
2105188	340.61	Petition
2105189	0.00	Petition
2105190	104.05	Petition
2105191	187.30	Petition
2105203	548.47	Petition
2105215	54.18	Petition
2105216	40.86	Petition
2105244	267.47	Petition
2105246	0.00	Petition
2105247	553.94	Petition
2105303	112.68	Petition
2105305	0.34	Petition
2105306	229.25	Petition
2105307	92.99	Petition
2105310	449.14	Petition
2105315	189.16	Petition
2105324	0.00	Petition
2105393	285.45	Petition
2105394	0.00	Petition
2105395	29.26	Petition
2105396	248.80	Petition
2105424	231.52	Petition
2105430	0.00	Petition
2105464	49.08	Petition
2105476	165.91	Petition
2105486	259.52	Petition
2105520	0.00	Petition
2105552	77.78	Petition
2105606	0.00	Contract in 2020

2105607	48.25	Contract in 2020
2105617	390.35	Petition
2105618	276.16	Petition
2105653	202.81	Petition
2105668	721.41	Petition
2105882	34.27	Petition
2105883	34.27	Petition
2105885	0.00	Petition
2105886	0.00	Petition
2105887	112.06	Petition
2105892	1.66	Petition
2105897	18.79	Petition
2105900	243.46	Petition
2105901	121.41	Petition
2105902	0.00	Contract in 2020
2105903	48.25	Contract in 2020
2105904	0.00	Petition
2105910	193.29	Petition
2106419	119.13	Petition
2205024	2937.91	Petition
2205025	366.93	Petition
2205111	794.70	Contract in 2020
2205146	0.00	Petition
2205695	0.00	Petition
2205696	0.00	Petition
2205697	0.00	Petition
2205927	693.54	Petition
2206414	0.00	Petition

WDID 2014260 was petitioned to the Subdistrict but is fully augmented by another augmentation

*Diversions in red text above are estimated and were not reported to DWR.
**WDIDs added to 2026 ARP Well List are bold in the list

WDIDs removed from the 2026 ARP List: 2008926, 2105070, 2105245

WDIDs added to 2026 ARP List: 2014693

APPENDIX B

Contract Wells Documentation

WDID	Structure Name	Associated Permit	Uses Under Contract	Consumptive Use %
2005014	W-0113 WELL NO 1	1294-F	Sprinkler	85%
2005015	W-0113 WELL NO 2	1291-R	Sprinkler	85%
2005016	W-0113 WELL NO 3	1292-R	Sprinkler	85%
2005017	W-0113 WELL NO 4	1293-R	Sprinkler	85%
2005066	ALAMOSA ROSS ST WELL	4567-R	Municipal	100%
2005067	ALAMOSA WEBER ST WELL	16665-F	Municipal	100%
2005083	W-1944 WELL NO 1	10314-R	Sprinkler	85%
2005143	ALAMOSA 21ST ST WELL	16667-F	Municipal	100%
2005389	ALAMOSA HWY 17 WELL	20377-F	Municipal	100%
2005390	ALAMOSA BRUSH LN WELL	20376-F	Municipal	100%
2005667	83CW054 WELL NO1	14324-R	Sprinkler	85%
2006000	80CW100 WELL FWS 28-20A	6420-R	Flood	60%
2006071	80CW116 WELL 18-3-16 A&P	9186-F	Flood	60%
2006073	80CW106 WELL 6-1-16 A&P	12661-F, 8808-F	Flood	60%
2006101	80CW121 WELL 23-6-16 A&P	285-R, 12660-F	Sprinkler	85%
2006105	80CW114 WELL 16-1-16 A&P	2480-F	Flood	60%
2006122	80CW112 WELL NO 14-1-16P	3776F	Flood	60%
2006130	80CW112 WELL 14-10-16 A&P	12658-F, 443-R	Flood	60%
2006181	80CW107 WELL 7-2-16 A&P	2481-F	Flood	60%
2006225	80CW111 WELL NO 19-2-12P	19227-F	Flood	60%
2006228	80CW117 WELL NO 19-6-16P	3896-F	Flood	60%
2006236	80CW117 WELL NO 19-1-12 P	284-R	Flood	60%
2006237	80CW117 WELL FWS 19-2	287-R	Sprinkler	85%
2006257	MV BATTERSON WELL	4551-R-R	Municipal	100%
2006258	W-0847 WELL NO 2	4552-R	Municipal	100%
2006259	MV BROADWAY ST WELL	4553-R	Municipal	100%
2006260	MV SHERMAN ST WELL	13163-F	Municipal	100%
2006261	88CW013 WELL NO 8	24019-F, 33733-F	Municipal	100%
2006316	ALAMOSA 12TH ST WELL	4568-R, 4568-R-R	Municipal	100%
2006317	ALAMOSA COLE PARK WELL	4569-R	Municipal	100%
2006406	ALAMOSA GOLF COURSE WELL	13419-F, 13419-F-R	Sprinkler	85%
2006408	ALAMOSA MURPHY ST WELL	4345-F	Municipal	100%
2006690	W-1929 WELL NO 2		Fish	3%
2008022	79CW66 WELL NO 1	60380	Commercial	100%
2008079	80CW110 WELL FWS 11-1-16P	6153-R, 6153-R-R	Flood	60%
2008081	80CW111 WELL FWS 13-1-16P	11863-F-R, 286-R	Sprinkler	85%
2008101	80CW113 WELL FWS 15-2-16 A&P	444-R, 12657-F	Flood	60%
2008102	80CW113 WELL FWS 15-20-16 AP	283-R, 12659-F-R	Flood	60%
2008104	80CW118 WELL FWS 20-4-16P	442-R	Flood	60%
2008105	80CW118 WELL FWS 20-7-20P	1717-R	Flood	60%
2008106	80CW118 WELL FWS 20-22-16P	20689-R	Sprinkler	85%
2008112	80CW119 WELL FWS 21-49-16P	22402-F	Flood	60%
2008123	80CW120 WELL FWS 22-3-16 A&P	551-R, 12664-F	Sprinkler	85%
2008124	80CW120 WELL FWS 22-8-16A&P	12662, 2479-F	Flood	60%
2008312	W-0010 WELL NO 2	15902-R	Sprinkler	85%
2008314	W-0010 WELL NO 4	505-R-N	Sprinkler	85%
2008369	W- 0066 WELL NO. 1	3276-F	Other	100%
2008488	W-0107 WELL NO 2	3885	Sprinkler	85%
2008685	W-0242 WELL NO 1	2379-F	Flood	60%

2008694	W-0247 WELL NO 1	8632-R	Flood	60%
2008695	W-0247 WELL NO 2	8633-R	Fish, Irrigation	40%
2008699	W-0247 WELL NO. 7	4288-F	Sprinkler	85%
2009240	W-0525 WELL NO. 2	10822-R	Flood	60%
2009493	W-0695 WELL NO 2		Sprinkler	85%
2009494	W-0695 WELL NO 3	11679-R	Sprinkler	85%
2009638	W-0776 WELLNO 1	5473-F, 66769-F	Sprinkler	85%
2009649	W-0787 WELL NO 3	54710-A	Commercial	39%
2010131	W-1068 WELL NO 04		Fish	100%
2010158	W-1085 WELL NO 01		Sprinkler	85%
2010159	W-1085 WELL NO 02		Sprinkler	85%
2010184	W-1100 WELL NO 04	54600	Irrigation, Stock	85%
2010185	W-1100 WELL NO 05	54599	Irrigation, Stock	85%
2010186	W-1100 WELL NO 06	54598	Irrigation, Stock	85%
2010478	W-1294 WELL NO 1	10893-F	Municipal	100%
2010486	W-1300 WELL NO 1	2211-F	Municipal	100%
2010773	W-1456 WELL NO 1	2292-F	Fish	20%
2010774	W-1456 WELL NO 2	14051-R, 59362-F	Fish	20%
2010775	W-1456 WELL NO 3	58894-F, 14052-R-R	Fish	20%
2010866	W-1485 WELL NO 4	4435-R	Sprinkler	85%
2010867	W-1485 WELL NO 5	4436-R	Sprinkler	85%
2010869	W-1485 WELL NO 7	11069-F	Sprinkler	85%
2010907	W-1532 WELL NO 1	20244-R	Sprinkler	85%
2011083	W- 1628 WELL NO. 1	4608-F, 4608-F-R	Commercial	40%
2011085	W- 1628 WELL NO. 3	57490, 59973-F	Commercial	40%
2011149	W-1677 WELL NO 1	9475-F	Commercial	40%
2011205	W - 1708 WELL NO. 1	29070, 68698-F	Commercial	10%
2011355	W-1799 WELL NO. 1	11762-R	Sprinkler	85%
2011664	W-1929 WELL NO 1	277065	Flood	60%
2011684	W-1944 WELL NO 2	8897-F	Sprinkler	85%
2011685	W-1944 WELL NO 3	5873-F	Sprinkler	85%
2011901	W-2068 WELL NO. 1		Sprinkler	85%
2012190	W-2297 WELL NO 1		Sprinkler	85%
2012372	W-2431 WELL NO 11		Sprinkler	85%
2012513	W-2522 WELL NO 1		Commercial, Domestic	40%
2012535	W-2537 WELL NO. 1	5426-F	Sprinkler	85%
2012555	W-2544 WELL NO. 1		Stockwater, Domestic	65%
2012688	W-2592 WELL NO. 4		Flood	40%
2012689	W-2592 WELL NO. 5		Flood	40%
2013137	W-3106 WELL NO. 2	7018-R	Sprinkler	85%
2013138	W-3106 WELL NO. 3	7019-R	Sprinkler	85%
2014693	W-1456, 25CW3013 WELL NO. 1S	2292-F	Fish, Irrigation	40%
2105083	W-0384 WELL NO 1	13971-F	Municipal	40%
2105084	W-0384 WELL NO 2	13928-F	Municipal	40%
2105133	W-0577 WELL NO 01		Sprinkler	85%
2105606	W-2197 Well NO 1	25275-F, 25275-F-R	Municipal	40%
2105607	W-2197 WELL NO 2	25276-F	Municipal	40%
2105902		43420-F	Municipal	40%
2105903		58889-F	Municipal	40%
2205111	W-0392 WELL NO 1	20111-R	Flood	40%

APPENDIX C

List of Augmentation Wells

ARP Wells Partially or Fully Covered by Plan of Augmentation					
Case No.	**Plan Type**	**Augmentation Decree Owner**	**Well Owner**	**WDID**	**Covered By ARP**
SLVWCD has multiple augmentation sources which can be used for augmentation of wells with valid certificates	Augmentation Certificate No. 773	San Luis Valley Water Conservancy District	Skyline Hospitality Inc. (Comfort Inn of Alamosa)	2014260	N

Footnotes: N Well not covered by ARP

Y Well covered by ARP

APPENDIX D

USDA-NRCS Forecasts and
DWR Rio Grande Compact 10-day Report

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

CONEJOS RIVER BASIN

April - September Index Flows =	**75,500**		**Index Supply**		
Conejos =	**59,000**		**January**	**3,500**	*
Los Pinos =	**14,000**		**February**	**4,300**	*
San Ant. =	**2,500**		**March**	**15,300**	*
			April - September	**75,500**	**Forecast**
J-M & O-D volume		**34,500**	**October**	**4,900**	**estimate**
			November - December	**6,500**	**estimate**
Obligation =	**4,000**		**Total**	**110,000**	
			Deliveries		
Curtailment	**0.0%**		**January**	**5,000**	*
			February	**4,200**	*
			March	**4,700**	*
			April - October	**-**	**needed**
			Nov - Dec native	**7,000**	**estimate**
			Total	**20,900**	
		Adjustments to the Delivery	**Net Carryover Credit in E.B.**	**1,000**	**estimate**
			Paper Credit	**5,000**	
			SC Norton Drain Flow	**2,000**	**estimate**
			Remaining CBP Share	**1,600**	*
			Delivery Credit	**30,500**	
			Expected Dec. 31, 2026 Compact Delivery Status	**26,500**	

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

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

RIO GRANDE BASIN

April - September Index Flows = 172,000

J-M & O-D volume 98,000

Obligation = 69,000

Curtailment 0.0%

Index Supply

January	12,000	*
February	11,600	*
March	30,100	*
April - September	172,000	Forecast
October	20,000	estimate
November - December	24,300	estimate
Total	270,000	

Deliveries

January	13,200	*
February	12,200	*
March	15,800	*
April - October	-	needed
Nov - Dec native	25,000	estimate
Total	66,200	

Adjustments to the Delivery	Net Carryover Credit in E.B.	4,400	estimate
	Paper Credit	5,000	
	SC Norton Drain Flow	(2,000)	estimate
	Remaining CBP Share	2,400	*
	Delivery Credit	76,000	

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

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

USDA NRCS National Water & Climate Center
 * - DATA CURRENT AS OF: Tue, 07 Apr 2026 17:47:02 GMT
   - Based on 04-01-2026 forecast values   - Not filtered by publish status(es)

Northwestern Rio Grande in Colorado_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Thirty Mile Bridge	Apr-Jul	38	34	60	47	30	18.7	111
	Apr-Sep	42	35	68	52	33	21	120
Rio Grande at Wagon Wheel Gap	Apr-Sep	110	35	179	138	84	49	310
SF Rio Grande at South Fork	Apr-Sep	31	28	54	41	21	16.0	112
Rio Grande nr Del Norte	Apr-Sep	172	36	295	220	122	51	480
Saguache Ck nr Saguache	Apr-Sep	12.1	43	20	15.3	9.1	5.2	28
Alamosa Ck ab Terrace Reservoir	Apr-Sep	17.0	28	25	20	14.0	10.2	61
La Jara Ck nr Capulin	Apr-Jul	2.0	29	3.8	2.7	1.43	0.72	6.8
Conejos R bl Platoro Reservoir	Apr-Jul	16.5	32	23	18.9	14.3	11.4	51
	Apr-Sep	18.0	32	26	21	15.3	11.9	57
Conejos R nr Mogote	Apr-Sep	44	26	77	58	37	29	168
San Antonio R at Ortiz	Apr-Sep	1.60	17	4.8	2.9	1.07	0.49	9.6
Los Pinos R nr Ortiz	Apr-Sep	11.0	18	17.5	13.4	8.9	6.3	61
Rio Grande nr Lobatos	Apr-Jul	10.0	8	73	36	5.5	2.0	119

Northeastern Rio Grande in Colorado_bast00rg

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	1.30	12	3.8	2.3	0.80	0.25	11.3
Sangre De Cristo Ck	Apr-Sep	1.00	9	4.0	2.0	0.50	0.25	10.9
Trinchera Ck ab Turners Ranch	Apr-Sep	1.93	19	5.6	3.4	1.10	0.40	10.3
Culebra Ck at San Luis	Apr-Sep	1.75	10	11.3	5.6	1.30	0.40	16.7
Costilla Ck bl Costilla Dam	Apr-Jul	1.00	10	4.3	2.4	0.70	0.30	9.6
Costilla Ck nr Costilla	Apr-Jul	2.6	12	12.4	6.6	1.80	0.60	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	Apr-Jul	7.6	27	14.1	10.2	5.3	2.4	28
Rio Hondo nr Valdez	Apr-Jul	3.5	25	6.7	4.7	2.4	1.10	14.2
Rio Lucero nr Arroyo Seco	Apr-Jul	1.99	21	5.0	3.2	1.10	0.50	9.3
Rio Pueblo De Taos nr Taos	Apr-Jul	2.0	17	7.0	4.1	1.34	0.50	11.7
Rio Pueblo De Taos bl Los Cordovas	Apr-Jul	2.2	12	24	11.0	1.10	0.50	17.7
Embudo Ck at Dixon	Apr-Jul	3.9	13	25	12.6	2.0	0.80	29
Santa Cruz R at Cundiyo	Apr-Jul	3.3	24	6.9	4.8	2.0	0.33	14
Rio Nambe bl Nambe Falls Dam nr Nambe	Apr-Jul	1.20	24	2.3	1.63	0.81	0.32	4.9
Tesuque Ck ab Diversions	Apr-Jul	0.15	16	0.77	0.40	0.09	0.05	0.95
Santa Fe R nr Santa Fe	Apr-Jul	0.31	11	0.85	0.51	0.15	0.01	2.9

El Vado, Jemez_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Chama bl El Vado Dam	Apr-Jul	40	24	67	50	25	8.0	166
Jemez R nr Jemez	Apr-Jul	5.9	25	13.6	9.0	4.6	3.1	24
Jemez R bl Jemez Canyon Dam	Apr-Jul	2.7	16	13.7	7.2	2.0	1.30	17.3

Mainstem Routings_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Otowi Bridge	Apr-Jul	68	14	160	100	47	23	470
Rio Grande at San Marcial	Apr-Jul	-120	-43	30	-59	-181	-270	280

Pecos_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Pecos R nr Pecos	Apr-Jul	8.6	18	25	15.2	4.8	2.5	49
Pecos R nr Anton Chico	Apr-Jul	3.8	9	28	13.8	-6.2	-21	44
Gallinas Ck nr Montezuma	Apr-Jul	0.73	11	5.2	2.6	0.50	0.25	6.5
Pecos R ab Santa Rosa Lk	Apr-Jul	3.7	11	27	13.1	3.0	1.50	35

Ruidoso and Mimbres_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Ruidoso at Hollywood	Apr-Jun	1.20	46	1.97	1.46	0.90	0.55	2.6
Mimbres R at Mimbres	Apr-May	0.61	54	1.13	0.78	0.48	0.34	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 E

Instruction Sheets: "How to Use the Application Workbook for a Subset (individual/group) of Wells" 9/23/2015) and "How to Adjust the Application Workbook for use with a Subset of Wells" (10/15/2015)

Adjusting the Application Workbook for use with a Subset (individual/group) of Wells

In order to properly use the 'Ratio Method' Application Workbooks for subsets of wells within a Response Area, the rounding functions within the Workbook must be adjusted. The steps below illustrate the adjustments needed to properly calculate the Net Stream Depletions for the individual/group of wells. The Response Area and the reaches that need to be adjusted are:

- Alamosa-La Jara: Reach 1 Calculations Ratio, and Reach 6 Calculations Ratio,
- Conejos: Reach 1 Calculations Ratio, and Reach 6 Calculations Ratio,
- Saguache: Reach 1 Calculations Ratio, and Reach 3 Calculations Ratio ,
- San Luis: Reach 1 Calculations Ratio, and Reach 2 Calculations Ratio,
- Trinchera: Reach 1 Calculations Ratio

Steps to Make the Adjustments

1. To avoid unintended errors use an original version of the Application Workbook built for the Response Area
2. Go to sheet "Projected Depletions Annual" and remove the round functions within the cell formulas
    a. From the Cells "B43:G44" for Alamosa-La Jara, "B43;H44" for Conejos, "B43:D44" for Saguache, "B43:C44" for San Luis, and "B43:E43" for Trinchera Response Area
    b. From the column 'Total' ("L8:L44" for Alamosa-La Jara & Conejos, "F8:F44" for Saguache & San Luis, and "G8:G44" for Trinchera Response Area
3. Go to "Table 2.5"
    a. From Cells "D80:I82" for Alamosa-La Jara, "D80:J82" for Conejos, "D80:F82" for Saguache, "D80:E82" for San Luis, and "D80:G82" for Trinchera
    b. From the Column 12 or 'Total' (L9:I82 for Alamosa-La Jara & Conejos, "H9:H82" for Saguache, "G9:G82" for San Luis, and "I9:I82' for Trinchera Response Area
4. Go to sheet "Table 2.6" and remove the round functions within the cells formulas for the Cells "B13:M13" and "N9:N13"
5. UNHIDE the appropriate sheet "Reach [X] Calculations Ratio" by right clicking over one of the working tabs and selecting unhide to open the required sheet ("Reach [X] Calculations Ratio") from the list
6. Go to sheet "Reach [X] Calculations Ratio" and COPY Cells "AC185:AG189" and PASTE to the same location ("AC185:AG189') as a VALUE instead of the formula
7. Go to "Net CU Worksheet"
    a. Input the individuals/group of wells irrigation pumping, other pumping, and consumptive use ratio value for the year 2011 - 2015
    b. For Details *Refer: Notes-How to Use the Application Workbook With or Without SW Credits, CDWR, September 23, 2015*
8. Go to sheet "Net CU & Streamflow"
    a. Input the Historical Net Groundwater Consumptive Use (NetGWCU) from 1970-2010 to the individuals/group of wells pumping (NetGWCU) values
    b. For Details Refer: Notes-How to Use the Application Workbook With or Without SW Credits, CDWR, September 23, 2015
9. Reformat "Table 2.6" to one or two decimal digits to see the small decimal values
10. Finally, the net stream depletions caused by individual/group of wells are calculated on sheet "Table 2.6" for the Current Year and on sheet "Table 2.7" for the Post Plan Years.

How to Use the Application Workbook for a Subset (individual/group) of Wells

The Application Workbook is build to be used for the whole Response Area. If there is a need to use it for individual/group of well(s) either with or without Surface Water Return flow Credits, there are few steps that need to be followed.

1. Stream Reaches With Surface Water Return Flow Credits

The five reaches with Surface Water Return Flow Credits are:

- Rio Grande Alluvium Response Area - Reach 1 (Rio Grande from Del Norte to Excelsior Ditch) from the Town of Del Norte and the City of Monte Vista,
- Alamosa/La Jara Response Area - Reach 3 (Rio Grande from Del Norte to Excelsior Ditch) from the City of Monte Vista,
- Alamosa/La Jara Response Area - Reach 5 (Rio Grande from Chicago to State Line) from the City of Alamosa,
- Conejos Response Area - Reach 7 (San Antonio River) from the Town of Antonito.
- San Luis Creek Response Area - Reach 2 (Crestone Creek) from the Town of Crestone and the Baca Water and Sanitation District.

If the individual/group of well(s) ***does not*** have Surface Water Return Flow Credits but is located in the Response Area where Surface Water Return Flow Credits exist, the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios.
2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, and appropriate ratio – other).
3. On the "Reach [X] Calculations" worksheet, which will need to be unhidden, ZERO out all of the Surface Water Return Flow Credits in cells H161:H653.
    a. Note "X" refers to the stream reach number where the Surface Water Return Flow Credits are applied.
4. Finally, the net stream depletions caused by individual/group of well(s) are calculated on sheet "Table 2.6" for the Plan Year and sheet "Table 2.7" for the Post Plan.

If the individual/group of well(s) ***does*** have Surface Water Return Flow Credits the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios for wells that do not generate returns directly to streams and 100% consumptive use ratio for wells that do generate returns directly to streams.

2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, appropriate ratio – other for wells that do not generate returns directly to streams, and 100% - other for wells that do generate returns directly to streams).
3. On the "Reach [X] Calculations" worksheet, which will need to be unhidden, change the Surface Water Return Flow Credits in cells H161:H653 to the estimated individual/group of well(s)'s Surface Water Return Flow Credits.
    b. Note "X" refers to the stream reach number where the Surface Water Return Flow Credits are applied.
4. Finally, the net stream depletions caused by individual/group of well(s) using Surface Water Return Flow Credits are calculated on sheet "Table 2.6" for the Plan Year and on sheet "Table 2.7" for the Post Plan.

2. Stream Reaches without Surface Water Return Flow Credits

If the individual/group of well(s) is to be evaluated using the Application Workbook to estimate their net stream depletions, the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. If the individual/group of well(s) ***does not*** generate return flows directly to the stream, then:
        i. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios.
    d. If the individual/group of well(s) ***does*** generate return flows directly to the stream, then:
        i. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios for wells that do not generate returns directly to streams and 100% consumptive use ratio for wells that do generate returns directly to streams.
2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, appropriate ratio – other for wells that do not generate returns directly to streams, and 100% - other for wells that do generate returns directly to streams).
3. Finally, the net stream depletions caused by individual/group of well(s) are calculated on sheet "Table 2.6" for the Plan Year and sheet "Table 2.7" for the Post Plan.

APPENDIX F

History & Documentation of Purchase and Leases

Appendix F

History & Documentation of Purchases and Leases

UNITED STATES BUREAU OF LAND MANAGEMENT (BLM) EXCESS AUGMENTATION CREDITS – CASE NO 2002CW38A

This water was originally decreed on October 22, 1983, as part of the adjudication of the Conejos and San Antonio Rivers (former Water District No. 22) before the District Court in and for Conejos County. The original decree assigns to the ditch Priority No. 33 for 27.58 c.f.s. for irrigation and domestic uses with an appropriation date of June 14, 1867. The decreed source of water is the San Antonio River. In Case No. 2002CW38, the BLM applied for a change of water right of the portion of the Lovato Ditch owned by the BLM and for a plan for augmentation. The Court bifurcated the case into Case No. 2002CW38A and Case No. 2002CW38B. On December 7, 2014, in Case No. 2002CW38A, the Court decreed a change in type of use to include: irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat, including evaporative losses associated with these uses. The first priority of the BLM's Lovato Ditch is for the replacement of out-of-priority depletions pursuant to the plan of augmentation decreed in Case No. 2002CW38B. Excess Credits, as defined in the 2002CW38A decree, may be used for other decreed purposes and expressly recognizes they can be used as a source of supply in approved plans of water management. Subdistrict No. 6 leased Excess Credits from the BLM in 2020, 2021, 2022, 2023, and 2024. This water was exchanged into storage in Platoro reservoir. The amount remaining in storage in Platoro Reservoir for use in the 2026 ARP is shown in Table 3.1 of the ARP. The Subdistrict may release this water during the Irrigation Season.

DATE LEASED	AMOUNT STORED IN EACH YEAR (AF)
April 2020	242.19
April 2021	209.47
April 2022	366.52
April 2023	353.46
April 2024	274.91
TOTAL	**1,446.55**

UNITED STATES BUREAU OF LAND MANAGEMENT (BLM) TREASURE PASS DITCH TRANSMOUNTAIN WATER RIGHTS

The United States Fish and Wildlife Service (USFWS) and Bureau of Land Management (BLM) are currently working on inter-agency agreements amongst themselves and other federal agencies to assist each other in meeting the requirements of the both the Groundwater Rules and the Subdistricts. One of these agreements is a Memorandum of Understanding (MOU) between the BLM and the USFWS that allows USFWS to use a portion of the annual yield of BLM's Treasure Pass Diversion Ditch water rights for augmentation purposes.

The Treasure Pass Diversion Ditch transmountain water rights are decreed in Civil Action 73 and 308, District Court in and for Archuleta County, Colorado. The water right is decreed for 7.0 cfs and carries an appropriation date of August 1, 1922. The Treasure Pass Diversion Ditch transmountain water rights originate in Water Division 7 and are used in Water Division 3. In addition to the senior water right, BLM also uses the ditch to divert water from Water Division 7 under "free river" diversions to USFWS under the MOU.

For the 2024 Plan Year, BLM agreed to exchange 250 acre-feet of Treasure Pass Diversion Ditch transmountain water rights that were diverted under free river conditions and stored in Beaver Reservoir to the USFWS to be used for the remedy of injurious depletions caused by ARP Wells and is planning on doing this again in 2026 for the same purposes. Appendix F includes documentation for these transfers.

DATE OF EXCHANGE	AMOUNT STORED (AF)
April 2024	143.7
June 2024	106.3
TOTAL	**250.0**

EXCESS AUGMENTATION CREDITS OWNED BY TERRACE IRRIGATION COMAPNY

Terrace Irrigation Company is the owner of certain water originally decreed in Case No. 1982CW97, District Court, Water Division No. 3, District Court, Water Division No. 3. The 1982CW97 Decree changed certain water rights, established a plan for augmentation and recognized that excess water rights, above that needed for the plan for augmentation, were changed as part of the decree. The decree established certain limitations on the use of water in excess of the needs of the plan for augmentation, but the time limit on those limitations has expired. The 2014CW3027 and 2016CW3019, in part, confirmed the release of certain amounts of water from the 1982CW97 Plan for Augmentation and allowed such water to be put to other uses. In 2020, Pursuant to these Decrees, Terrace Irrigation Company had 23.85 acre-feet of water in storage in Terrace Reservoir. Subdistrict No. 6 entered into a lease with Terrace Irrigation Company to use the 23.85 acre-feet for the purpose of replacing depletions as part of the 2021 ARP. In 2021 and 2022, Terrace Irrigation Company stored another 23.85 acre-feet. The Subdistrict entered into a lease with Terrace Irrigation Company to lease 23.85 acre-feet currently held in Terrace Reservoir in 2023. To the extent necessary, any return flow obligations under the original use of this water were addressed in the 1982CW97 Decree. The application for SWSP 6209 was approved for the use of this water for the purpose of replacing depletions as part of the 2024 ARP. The amount remaining in storage in Terrace Reservoir for use in the 2026 ARP is shown in Table 3.1 of the ARP.

Terrace Irrigation Company Excess Augmentation Water SWSP 6209		
Date Leased	AMOUNT (AF)	Current Storage Location
September 2020	23.85	Terrace Reservoir
April 2021	23.85	Terrace Reservoir
April 2022	23.85	Terrace Reservoir

April 2023	23.85	Terrace Reservoir
April 2024	23.85	Terrace Reservoir
TOTAL	119.25	

SAN LUIS VALLEY WATER CONSERVANCY DISTRICT- CASE NOS. 1984CW16, 1994CW62, 14CW3011 AND 09CW34

This fully consumable water was decreed in Case Nos. 1984CW16, 1994CW62, 14CW3011 and 09CW34 for storage and augmentation purposes. The RGWCD leased 406.6 acre-feet of fully consumable water under these decrees for use in Subdistrict ARPs. In 2019, 406.6 acre-feet was leased and the water was exchanged from Rio Grande Reservoir on the upper Rio Grande into Platoro Reservoir in the upper Conejos. Of the amount leased, 81.32 acre-feet was used to cover the 20% transit losses for this exchange. The remaining leased amount of 325.28 acre-feet was exchanged into Platoro Reservoir for use on the Conejos River. The amount in Platoro Reservoir was transferred to Subdistrict No. 6 on April 12, 2023. Of this amount, 98.6 acre-feet was used to replace injurious depletions during the 2023 Plan Year. The amount remaining in storage in Platoro Reservoir for use in the 2026 ARP is shown in Table 3.1 of the ARP.

San Luis Valley Water Conservancy District 1984CW16, 1994CW62, 14CW3011 and 09CW34 SWSP 6182						
Date	**1984CW0016**	**1994CW0062**	**2014CW3011**	**2009CW0034**	**TOTAL**	**Storage Location**
8/20/2019	110.725	110.725	147.63	37.52	406.6	Rio Grande Reservoir
8/22-8/24/2019			-43.8	-37.52	-81.32	20% Transit Loss
8/24/2019	110.725	110.725	103.83	0	325.28	Platoro Reservoir
TOTAL					**226.7**	

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

The RGWCD leased water from Navajo Development Co., Inc., owned by John H. Parker II, to use as a source of remedy for Subdistricts to remedy injurious depletions on the Rio Grande. This transbasin water is being stored in Rio Grande Reservoir. Subdistrict No. 6 entered into an agreement with the RGWCD to lease 426.26 acre-feet of this Williams Creek Squaw Pass transbasin water for use in the 2020 partial ARP. Documentation of this purchase is included. This water remains in storage and is available for the purpose of replacing depletions during the 2026 ARP Plan Year.

Navajo Development Co., Inc.- SWSP 6182		
Date Leased	**Amount (AF)**	**Current Storage Location**
March 12, 2019	138.51	Rio Grande Reservoir
December 29, 2019	287.75	Rio Grande Reservoir
Total (acre-feet)	**426.26**	

SANTA MARIA RESERVOIR COMPANY SHARES HELD IN SANTA MARIA RESERVOIR

Subdistrict No. 6 leased 215 shares from Santa Maria Reservoir Company owners with shares on the Monte Vista Canal in 2020, 335 shares in 2021, 205 shares in 2022, 395 shares in 2023, 390 shares in 2024, 400 shares in 2025, and 430 shares in 2026. A portion of this water was released from the reservoir in in each of these years to cover transit and ditch losses and to replace historical return flows as required by the decree in Case No. 2013CW3002. Subdistrict No. 6 will lease 430 shares from Santa Maria Reservoir Company owners in 2026 and will release a portion of this water from the reservoir to cover transit and ditch losses and to replace historical return flows as required by the decree in Case No. 2013CW3002. The amount of water these shares generated and remain in storage after the annual recharge operations commenced are detailed in the table below. The amount remaining in storage in Santa Maria Reservoir for use in the 2026 ARP is shown in Table 3.1 of the ARP.

Santa Maria Reservoir Company Shares (Leases with Monte Vista Canal Shareholders Only)		
Date Leased	**Amount After Recharge (AF)**	**Current Storage Location**
April 2021	174.5	Santa Maria Reservoir
April 2022	127.7	Santa Maria Reservoir
April 2023	299.8	Santa Maria Reservoir
April 2024	280.6	Santa Maria Reservoir
April 2025	378.0	Santa Maria Reservoir
April 2026	488.3	Santa Maria Reservoir
TOTAL	**1,748.9**	

SAN LUIS VALLEY WATER CONSERVANCY DISTRICT-LEASED TO THE RIO GRANDE WATER CONSERVATION DISTRICT AND THEN TO SUBDISTRICT NO. 6 FROM CASE NOS. 1984CW16, 1994CW62, 14CW301, 09CW34, 2003CW41, 2005CW13, AND 2007CW63

This fully consumable water was decreed in Case Nos. 1984CW16, 1994CW62, 14CW301, 09CW34, 2003CW41, 2005CW13, and 2007CW63 for storage and augmentation purposes. The RGWCD leased 572.87 acre-feet of this fully consumable water under these decrees for use in Subdistrict ARPs. In 2021, Subdistrict No. 6 leased 247.1 acre-feet of this water for use in its 2021 ARP or future ARPs. All but 89.1 acre-feet has been used to replace injurious depletions. This 89.1 acre-feet is currently being stored in Continental Reservoir. Details of the amounts and location of this leased water are in the following table.

San Luis Valley Water Conservancy District Case Nos. 1984CW16, 1994CW62, 14CW3011, 09CW34, 2003CW41, 2005CW13, AND 2007CW63				
Date	**1984CW16 and 1994CW62**	**14CW3011**	**TOTAL**	**Storage Location**
4/15/2026		89.1	89.1	Continental Reservoir

TOTAL			**89.1**	

SANTA MARIA RESERVOIR COMPANY SHARES LEASED FROM SUBDISTRICT NO. 1

In March 2023, Subdistrict No. 1's Board of Managers accepted a Memorandum of Understanding to sell 1,000.0 acre-feet of water they had stored in Continental Reservoir to Subdistrict No. 6 to be used in the Subdistrict's 2023 ARP and subsequent ARPs. During the 2023 and 2024 ARP, 343.2 acre-feet of this water was transferred to Beaver Reservoir and the entirety of that transferred water was released during the 2023 and 2024 Plan Years to replace injurious depletions. 596.8 acre-feet of this water currently remains in Continental Reservoir, 119.7 acre-feet remains in Santa Maria Reservoir, and 40.39 acre-feet remains in Beaver Reservoir. In December 2024, Subdistrict No. 1's Board of Managers accepted a Memorandum of Understanding to sell 250.0 acre-feet of water they had stored in Santa Maria Reservoir to Subdistrict No. 6 to be used in the Subdistrict's 2025 ARP and subsequent ARPs. The amount and location remaining in storage for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Location
Santa Maria Reservoir Company water-2023 lease from Subdistrict No. 1	596.8	Subdistrict No. 1	Continental Reservoir
Santa Maria Reservoir Company water-2024 lease from Subdistrict No. 1	119.7	Subdistrict No. 1	Santa Maria Reservoir
Santa Maria Reservoir Company water-2024 lease from Subdistrict No. 1	40.39	Subdistrict No. 1	Beaver Reservoir
Total In Storage	**756.89**		

CITY OF MONTE VISTA LEASE OF STORED WATER CURRENTLY HELD IN RIO GRANDE RESERVOIR

The City of Monte Vista stored 260 acre-feet of Anderson Ditch water during 2022 and 160 acre-feet during 2023 in Rio Grande Reservoir while operating under approved SWSP 6235. The City's confined wells are currently covered by the Subdistrict; therefore, the City did not have to utilize the water it stored in 2022 or 2023. The Rio Grande Water Conservation District entered into separate lease agreements with the City in 2022, 2023, 2024, and 2025 to allow the use of this water by Subdistricts. Subdistrict No. 6 included the entire 260 acre-feet in its 2023 ARP for use in the 2023 Plan Year. Subdistrict No. 6 leased 144 acre-feet from the RGWCD for its use in the 2024 ARP in the 2024 Plan Year and another 132.15 acre-feet from the RGWCD for its use in the 2025 ARP and Plan Year. A SWSP was filed by the City of Monte Vista for the use of the 144 acre-feet of water by the Subdistrict. That SWSP was approved by DWR on April 11, 2024. A SWSP was filed by the RGWCD for the use of the 132.15 acre-feet in the 2025 Plan Year but there were some clerical errors in that SWSP that have yet to be resolved and thus DWR has yet to approve it. The amount remaining in Rio Grande Reservoir for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Location
City of Monte Vista Augmentation Water (Anderson Ditch stored in 2022)	260.0	City of Monte Vista	Rio Grande Reservoir
City of Monte Vista Augmentation Water (Anderson Ditch stored in 2023)	144.0	City of Monte Vista	Rio Grande Reservoir
City of Monte Vista Augmentation Water (Anderson Ditch stored in 2024)	132.15	City of Monte Vista	Rio Grande Reservoir
Total In Storage	**536.15**		

COLORADO PARKS AND WILDLIFE TABOR DITCH NO. 2 HELD IN RIO GRANDE RESERVOIR

The United States Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife Service (CPW) are currently working on inter-agency agreements amongst themselves and other federal agencies to assist each other in meeting the requirements of the both the Groundwater Rules and the Subdistricts. CPW agreed to exchange 125.0 acre-feet of Tabor Ditch No. 2 water during the 2020 Plan Year, 227.0 acre-feet in 2021, 250.0 acre-feet in 2022, 195.0 acre-feet in 2023, and 248.0 acre-feet in 2024, all being currently stored in Rio Grande Reservoir, into a Subdistrict pool in the reservoir to be used for the remedy of injurious depletions caused by ARP Wells. The total amount of water exchanged by CPW to the Subdistrict is 1,047.0 acre-feet. SWSP 7265 approved the use of 352.0 acre-feet of this water as a replacement source for the Plan Year, of which 50 acre-feet was transferred to Beaver Reservoir during the 2023 Plan Year and subsequently used to replace injurious depletions during said Plan Year. An additional SWSP will be filed for use of the remainder of the 625.0 acre-feet. The amount remaining in Rio Grande Reservoir for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Location
Tabor Ditch No. 2, 2020	75.0	Colorado Parks and Wildlife	Rio Grande Reservoir
Tabor Ditch No. 2, 2021	227.0	Colorado Parks and Wildlife	Rio Grande Reservoir
Tabor Ditch No. 2, 2022	250.0	Colorado Parks and Wildlife	Rio Grande Reservoir
Tabor Ditch No. 2, 2023	195.0	Colorado Parks and Wildlife	Rio Grande Reservoir
Tabor Ditch No. 2, 2024	248.0	Colorado Parks and Wildlife	Rio Grande Reservoir
Total In Storage	**995.0**		

SAN LUIS VALLEY IRRIGATION WELL OWNER'S INC. (SLVIWO)-CASE NO. 2015CW3030

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water rights and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394. Of the 245 c.f.s. decreed to the Taos Valley Canal No. 3, 230 c.f.s. ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 c.f.s. ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2018 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO sought to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application.

For the 2023 Plan Year, Subdistrict No. 6 entered into an agreement with the SLVIWO to lease up to 3,000 acre-feet for use in the 2023 ARP. For the 2024 Plan Year, Subdistrict No. 6 entered into an agreement with the SLVIWO to lease up to 3,000 acre-feet for use in the 2024 ARP but the Taos Valley No. 3 water right never came into priority during the 2024 irrigation season therefore there was no ability to store or utilize this water during the 2024 Plan Year. For the 2025 Plan Year, Subdistrict No. 6 entered into an agreement with the SLVIWO to lease up to an additional 3,300 acre-feet for use in the 2025 ARP, of which 300 acre-feet is contractually obligated to being stored in Platoro Reservoir and 3,000 acre-feet is contractually obligated to being stored in Rio Grande Reservoir. Subdistrict No. 6 also leased an additional 128.7 acre-feet of stored Taos Valley No. 3 water that was stored 2023's Plan Year, in the SLVIWO's account in Platoro Reservoir, under SWSP 6093. For the 2026 Plan Year, Subdistrict No. 6 entered into an agreement with the SLVIWO to lease up to an additional 3,300 acre-feet for use in the 2026 ARP, of which 300 acre-feet is contractually obligated to being stored in Platoro Reservoir, 2,500 acre-feet is contractually obligated to being stored in Continental Reservoir, and 500 acre-

feet for the replacement of daily depletions. See Appendix F for documentation of these leases. An SWSP was filed pursuant to section 37-92-308(4), C.R.S., for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including: augmentation, exchange, storage by exchange in Platoro, Rio Grande, Continental, Beaver Reservoirs and/or other reservoirs within the Rio Grande or Conejos River systems, by exchange, and subsequent release, delivery of the water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. The amount and location remaining in storage for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Location
Taos Valley No. 3	16.4	San Luis Valley Irrigation Well Owners	Platoro Reservoir
Total In Storage	**16.4**		

RICHFIELD CANAL PROJECT ALLOCATION WATER STORED IN PLATORO RESERVOIR IN 2019

Richfield Canal had stored project allocation water in Platoro Reservoir which they made available under lease to Subdistrict No. 6 in 2020. This water remains in storage in Platoro Reservoir. Subdistrict No. 6 is currently completing engineering to determine the amount of CU credit that will be available to the Subdistrict for the replacement of injurious depletions and any required return flow and ditch loss requirements for the use of this water right. The Subdistrict will not use this source of water until an approved SWSP is in place. The amount remaining in storage in Platoro Reservoir for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Richfield Canal SWSP Pending		
Date Leased	**AMOUNT (AF)**	**Current Storage Location**
2020	150.0	Platoro Reservoir
TOTAL	**150.0**	

EXCESS AUGMENTATION WATER OWNED BY EXPO, LLC STORED IN TERRACE RESERVOIR

Expo, LLC is the owner of certain water originally decreed in Case No. 1982CW97, District Court, Water Division No. 3, as subsequently changed in part in Case No. 2014CW3027 and Case No. 2016CW3019, both District Court, Water Division No. 3. The 1982CW97 Decree changed certain water rights, established a plan for augmentation and recognized that excess water rights, above that needed for the plan for augmentation, were changed as part of the decree. The decree established certain limitations on the use of water in excess of the needs of the plan for augmentation, but the time limit on those limitations has expired. The 2014CW3027

and 2016CW3019, in part, confirmed the release of certain amounts of water from the 1982CW97 Plan for Augmentation and allowed such water to be put to other uses. Pursuant to these Decrees, Expo, LLC had 22.0 acre-feet of water in storage in Terrace Reservoir in 2024. Subdistrict No. 6 entered into lease with Expo, LLC to lease this water for the purpose of replacing depletions as part of the ARP. An SWSP was approved by the State Engineer for the use of the leased water for the purpose of replacing depletions as part of the 2024 ARP. Expo, LLC has anticipated that in 2025 there will be 25.16 acre-feet of water stored in Terrace Reservoir that will be available for Subdistrict No. 6 to lease and the parties have signed a lease agreement for said 25.16 acre-feet. 2025's SWSP 9486 was approved by the State Engineer for the use of the leased water for the purpose of replacing depletions as part of the 2025 ARP. 2026's SWSP request is currently pending at the time this report was published. To the extent necessary, any return flow obligations under the original use of this water were addressed in the 1982CW97 Decree. The amount remaining in storage in Terrace Reservoir for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP.

Expo, LLC Excess Augmentation Water, SWSP 9486	
DATE PURCHASED	**AMOUNT (AF)**
March 2024	19.23
January 2025	24.26
February 2026	25.16
TOTAL	**68.65**

ALAMOSA CREEK CANAL LEASE FALLOW-SWSP 9441

During the 2023, 2024, and 2025 Plan Years, Subdistrict No. 6 utilized augmentation credits generated through the operation of a lease fallow project with an individual landowner via approved SWSP 9441. The Subdistrict submitted a SWSP renewal request for this project for the 2026 Plan Year to be used during the 2026 ARP. In the 2023, 2024 and 2025 Plan Years, the fallow provided augmentation credits through temporary removal of irrigation water from lands irrigated through the Alamosa Creek Canal, Terrace Reservoir, and through irrigation wells completed in the confined aquifer. Return flows attributable to the changed water will be diverted and recharged either on the Lessee's property in a recharge area or at a dedicated recharge facility near the original place of use. This diversion and recharge will mimic the historical return flows from the changed water rights. This project includes approximately 20.2 acres of temporary dry-up which generated 42.0 acre-feet of augmentation credit during the 2023 Plan Year, 40.2 acre-feet of augmentation credit during the 2024 Plan Year, and 40.2 acre-feet of augmentation credit during the 2025 Play Year. The Subdistrict anticipates that 37.8 acre-feet of augmentation credit will be generated during the 2026 Plan Year. An SWSP has been filed with the DWR for the 2026 Plan Year and the Subdistrict will not store and/or utilize this water as a replacement source until it receives DWR's approval.

Alamosa Creek Canal Lease Fallow, SWSP 9441		
DATE PURCHASED	**AMOUNT LEASED (AF)**	**AMOUNT STORED (AF)**
May 2023	42.0	26.3

July 2024	40.2	24.23
January 2025	40.2	25.16
January 2026	37.8	28.2
TOTAL		**106.63**

MONTE VISTA CANAL ALTERNATIVE TRANSFER METHOD/LEASE FALLOW PROJECT-SWSP 9377

During the 2022 Plan Year, Subdistrict No. 6 filed SWSP 9377 to temporarily change the use of water historically diverted from the Rio Grande River through the Monte Vista Canal (MVC) for irrigation of lands lying under said canal, and groundwater diverted through wells historically used to irrigate those same lands. SWSP 9377 was approved on March 31, 2023, with an approval period of March 31-April 30, 2023. The surface water and groundwater that were applied to the changed uses comprised of water supplies historically used for irrigation of certain parcels that were left fallow during the 2022 Plan Year.

The Subdistrict obtained agreements to utilize up to eleven existing wells completed in the confined aquifer and up to two existing wells completed in the unconfined aquifer to deliver groundwater CU credit associated with the lands fallowed during the 2022 Plan Year. During April 2023, augmentation wells under the Monte Vista Canal and Terrace Main Canal were pumped either directly into the associated canal or applied to irrigation on the same fields typically served by the well. In either case, each well owner did not divert the same volume of water delivery under their ditch shares, and the river headgate diversion for each ditch was curtailed by the total of such augmentation well pumping under each ditch, thereby leaving that amount of fully consumable water available in the river to replace downstream depletions and/or exchanged to upstream storage. Augmentation wells completed in the confined aquifer were only used to pump CU credits associated with the confined aquifer fallow wells, and augmentation wells completed in the unconfined aquifer were only used to pump CU credits associated with the unconfined fallow well. Return flows associated with the confined aquifer fallow wells were pumped by WDID 2009239 and delivered directly into the Monte Vista Canals for in-ditch recharge when the Canal was not diverting surface water. The return flow component for WDID 2012705 was left unpumped in the unconfined aquifer, which replicated the historical irrigation return flows to the same aquifer.

This project generated a total of 176.5 acre-feet of CU credits, of which 37.6 acre-feet were exchanged into storage in Rio Grande Reservoir and 138.9 acre-feet were exchanged into storage in Terrace Reservoir. The amount remaining in storage for use in the 2025 ARP is shown in the table below and in Table 3.1 of the ARP. See Appendix F for documentation of this project.

Water Right	Beginning Balance 4/15/2026	Current Location
Monte Vista Canal	0.17	Rio Grande Reservoir

Monte Vista Canal	49.48	Terrace Reservoir
Total In Storage	**94.0**	

PURCHASE OF STORED PINE RIVER WEMINUCHE PASS DITCH TRANSBASIN WATER HELD IN RIO GRANDE RESERVOIR – SWSP 9535

In July 2024, Subdistrict No. 6, in conjunction with Subdistrict No. 2 and Subdistrict No. 3, purchased 110 acre-feet of stored Pine River Weminuche Pass Transbasin water being held in Rio Grande Reservoir from Mrs. Rosalind L. Weaver. Subdistrict No. 6's portion of the purchased water was 77.8 acre-feet. A SWSP was filed on February 20, 2025, for the use of this water in the Subdistrict's 2025 ARP and subsequent ARPs. DWR approved has this SWSP request on November 20, 2025.

Transbasin water under this water right was diverted under the decrees held by Mrs. Weaver and stored in Rio Grande Reservoir in previous years. This water is decreed by the District Court in and for La Plata County in In the Matter of the Supplemental Adjudication of Priorities of Water Rights to the Use of Water in Water District No. 31, Pine River and its Tributaries in Colorado, Case No. CA1248-B (March 7, 1966); subsequent decrees include 1984CW16 and 1994CW62. This water is decreed for storage and irrigation purposes. The water right was diverted from one basin to another and requires no reconsideration of the historic return flow patterns from use in the receiving basin and such water is considered fully consumable, as previously found by the DWR in approving the request for SWSP ID 6182. Appendix F includes documentation for this purchase.

Rosalind L. Weaver's Pine River Wimenuche Pass Transbasin Water, SWSP 9535		
DATE PURCHASED	**AMOUNT (AF)**	**STORAGE LOCATION**
July 2024	77.8	Rio Grande Reservoir
TOTAL	**77.8**	

PURCHASE OF 10% OF THE TWIN PINES RANCH WATER RIGHTS – SWSP YET TO BE FILED

Subdistrict No. 6 purchased 10% of Rocky Mountain High LLC's ownership of the Twin Pines Ranch water rights on August 2, 2023, which is projected to generate 70 acre-feet of consumptive use via the fallow of approximately 36.6 acres that has been historically irrigated with said water rights and will be utilized in Subdistrict No. 6's 2025 ARP to remedy injurious depletions during the 2025 Plan Year.

The Twin Pines Ranch water rights consist of the following: Rio Grande Ditch No. 1, Priority No. 8 for 0.75 cfs and 1.23 cfs and an interest in Priority No. 1916-16; ½ interest in Rio Grande Ditch No. 4, Priority No. 285 for 6.0 cfs; Aydelotte Drain Ditch, Priority 1934-17 for 3.0 cfs; and the James McCleary Ditch, Priority No. 10 for 2.0 cfs.

Any unused consumptive use generated from the period May-October 2025 will be stored in a reservoir on the Rio Grande system for use in the 2025 Plan Year and/or subsequent Plan Years

if not released for use in the 2025 Plan Year. The Subdistrict expects that this water right may not be able to produce the full 70 acre-feet during the 2025 Plan Year, but reserves the right to utilize up to the full amount, less any applicable losses, for the benefit of the Subdistrict in the current Plan Year or future Plan Years. An SWSP has yet to be filed pursuant to section 37-92-308(4), C.R.S., for the purpose of approving the change of the water rights listed above to include requested uses for augmentation, exchange, storage by exchange in the Rio Grande, Continental, Beaver Reservoirs and/or other reservoirs within the Rio Grande system, by exchange, and subsequent release. Subdistrict No. 6 will only use this water source under an approved SWSP. See Appendix F for documentation of this purchase.

BUREAU OF LAND MANAGEMENT'S SHAW RESERVOIR WATER RIGHTS HELD IN BEAVER RESERVOIR

The United States Fish and Wildlife Service (USFWS) and Bureau of Land Management (BLM) are currently working on inter-agency agreements amongst themselves and other federal agencies to assist each other in meeting the requirements of both the Groundwater Rules and the Subdistricts. For the 2025 Plan Year, BLM agreed to exchange 250.0 acre-feet of Shaw Reservoir water rights that is currently stored in Beaver Reservoir to be used for the remedy of injurious depletions caused by ARP Wells. BLM submitted and DWR approved SWSP ID 9438 which allowed the Shaw Reservoir water to be stored in Beaver Reservoir and to allow the use of Shaw Reservoir water for augmentation or wetland management purposes. Appendix F includes documentation for this transfer and SWSP ID 9438.

BLM's Shaw Reservoir Water, SWSP 9438		
DATE TRANSFERRED	**AMOUNT (AF)**	**STORAGE LOCATION**
April 2025	250	Beaver Reservoir
TOTAL	**250**	

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 5th day of April, 2022 ("Effective Date"), by and between the United States Department of Interior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY groundwater rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for all Irrigation Water Rights* ("Groundwater Rules"). The Groundwater Rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 6 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 Conejos County in Case No. 18CV30014, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 6 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 6 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its 2022-2023 Annual Replacement Plan ("Subdistrict No. 6 ARP") for the Plan of Water Management for Subdistrict No.6 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 6, AGENCY agrees to provide Subdistrict No. 6 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 6's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in Case No. 2002CW38A. The availability of "Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under a decree or an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 6 sustainability requirements under their respective Plans of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 6, respectively, to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. Remedy Credits are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict No. 6.

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, AGENCY grants to Subdistrict No. 6 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 6 will include well W-392, Well No. 1 (WDID 2205111) in the Subdistrict No. 6 ARP according to the terms of a Participation Contract including that well. If additional wells are added to the Participation Contract, according to its terms, such additional wells will be included under the Subdistrict in this subparagraph by implication. Subdistrict No. 6 will also take such actions as may be

necessary to assure compliance with the sustainability requirements of the individual Subdistrict's Plan of Water Management and ARP. 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.

1.1. Every acre-foot generated under this Agreement and provided for use by Subdistrict No. 6 will result in the generation of the equivalent of [redacted] in Remedy Credits for the AGENCY.

1.2. At the time, through a separate written agreement, AGENCY's well or wells are included in a Subdistrict No. 6 ARP, Subdistrict No. 6 will calculate the Fees incurred by groundwater withdrawals by such well or wells in the same manner as all other Subdistrict Wells included in that same ARP, as stated in Subdistrict No. 6's Plan for Water Management and associated Rules and Regulations.

1.3. Except as provided in Paragraph 1.7, below, Subdistrict No. 6 will consider the Fees incurred by AGENCY as determined in paragraph 1.1, above, as Remedy Costs to the AGENCY and will not demand monetary payment for such Fees from AGENCY.

1.4. At the same time Subdistrict No. 6 calculates Fees for other Subdistrict Wells, Subdistrict No. 6 will deduct Remedy Costs from Remedy Credits. AGENCY agrees if operation of its Well or Wells exceed Remedy Credits in any ARP Year for which the AGENCY has a valid and operating participation contract, AGENCY will be liable for payment of fees above the amount of Excess Credits to Subdistrict No. 6.

1.5. AGENCY may carry over any Remedy Credits attributable to Subdistrict No. 6 from year to year, including after the Term of this Agreement has expired, and Subdistrict No. 6 will continue to deduct Remedy Costs from Remedy Credits at AGENCY's direction, until all such credits are extinguished AGENCY may, in its sole discretion and with the approval of the Rio Grande Water Conservation District Water Activity Enterprise, which consent will not unreasonably be denied, transfer unused Remedy Credits for use to offset groundwater withdrawals from wells located in other Response Areas. Such credit will be based on the acre-feet of Remedy Credit and applied through other Subdistrict(s) ARP(s). When such Remedy Credits are extinguished, AGENCY's well or wells will no longer be part of Subdistrict No. 6's ARP and AGENCY must comply with the Groundwater Rules in some manner outside of this Agreement.

1.6. AGENCY may transfer Remedy Credits to any other governmental agency, entity or person in its sole discretion. However, AGENCY must provide written notice

of such transfer of Remedy Credits at least 90 days prior to the start of the appropriate Subdistrict's ARP year. Upon proper notice, the appropriate Subdistrict will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement is for a one-year term commencing on May 1, 2022 and ending April 30, 2023. This Lease Agreement is for a single term only and is not renewable. If Subdistrict No. 6 chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 6 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 6 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits to Subdistrict No. 6:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for Subdistrict No. 6's use. Further details regarding this provision are outlined in the following subsections.

3.1. After this 900 acre-feet is under the control of Subdistrict No. 6 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

3.2. Use of Leased Excess Credits:

3.2.1 Preservation of AGENCY's 2002CW38A Water Rights: Subdistrict No. 6 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2022-2023 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 6 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 6 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A**. Subdistrict No. 6's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 6 other than the up to

900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 6 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

3.2.2 Assessment of Evaporation, Seepage, and Transit Losses: Beginning on the Effective Date, Subdistrict No. 6 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased to Subdistrict No. 6 herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **No Effect on Previous Agreement:** The Parties acknowledge that AGENCY entered into a lease agreement with Special Improvement District No. 3 of the Rio Grande Water Conservation District in 2019 to lease credits from this water right for the 2021/2022 ARP Year. The Parties further acknowledge that any Remedy Credits accrued under that 2021 agreement are not subject to this Agreement, but remain in place and subject to the 2021 Agreement.

5. **Modification and Termination:**

5.1. This Lease may be modified only by a written instrument executed by both parties.

5.2. Any party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

5.2.1 In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 6's sole and exclusive remedy will be specific performance until April 30, 2022.

5.2.2 In the event Subdistrict No. 6 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 6 under the terms of this Lease.

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

7. **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.

7.1. AGENCY Representatives and Contact Addresses: Felicia Salazar, Contracting Officer, is authorized to sign the lease agreement and participation contract. Ms. Salazar can be reached by physical mail at: Bureau of Land Management, 2850 Youngfield St., Lakewood, CO 80215; by telephone at 303-239-3636; and by email at fsalazar@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, 2850 Youngfield St., Lakewood, CO 80215; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

7.2. Subdistrict No. 6 Representative and Contact Addresses: District Manager (Cleave Simpson) is the representative for Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Subdistrict No. 6, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@rgwcd.org.

8. **General Provisions**

8.1. Assignment: No 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.

8.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

8.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

8.4. 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.

8.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 6, will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

8.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such

provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

8.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

8.6. 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.*

8.7. 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.

8.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

8.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

8.10. 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.

8.11. 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.

8.12. Modification:

8.12.1. 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.

8.12.2. 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.

8.13. 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:

8.13.1. The provisions of the main body of this Lease Agreement

8.13.2. Exhibits

8.14. 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.

8.15. 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.

AGENCY,

By: DAVID THOMAS Digitally signed by DAVID THOM
Date: 2022.04.05 12:02:57 -06'00

David Thomas, Contracting Officer

Date: April 5, 2022

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: Amber Pacheco for

Cleave Simpson, General Manager Rio Grande Water Conservation District

Date: 4/5/2022

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 21 day of March, 2023 ("Effective Date"), by and between the United States Department of Interior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY groundwater rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for all Irrigation Water Rights* ("Groundwater Rules"). The Groundwater Rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 6 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 Conejos County in Case No. 18CV30014, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 6 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 6 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its 2023-2024 Annual Replacement Plan ("Subdistrict No. 6 ARP") for the Plan of Water Management for Subdistrict No.6 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 6, AGENCY agrees to provide Subdistrict No. 6 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 6's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in Case No. 2002CW38A. The availability of "Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under a decree or an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 6 sustainability requirements under their respective Plans of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 6, respectively, to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. Remedy Credits are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict No. 6.

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, AGENCY grants to Subdistrict No. 6 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 6 will include well W-392, Well No. 1 (WDID 2205111) in the Subdistrict No. 6 ARP according to the terms of the Participation Contract including that well. If additional wells are added to the Participation Contract, according to its terms, such additional wells will be included under the Subdistrict in this subparagraph by implication. Subdistrict No. 6 will also take such actions as may be

necessary to assure compliance with the sustainability requirements of the individual Subdistrict's Plan of Water Management and ARP. 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.

1.1. Every acre-foot generated under this Agreement and provided for use by Subdistrict No. 6 will result in the generation of the equivalent of [redacted] in Remedy Credits for the AGENCY.

1.2. At the time, through a separate written agreement, AGENCY's well or wells are included in a Subdistrict No. 6 ARP, Subdistrict No. 6 will calculate the Fees incurred by groundwater withdrawals by such well or wells in the same manner as all other Subdistrict Wells included in that same ARP, as stated in Subdistrict No. 6's Plan for Water Management and associated Rules and Regulations.

1.3. Except as provided in Paragraph 1.7, below, Subdistrict No. 6 will consider the Fees incurred by AGENCY as determined in paragraph 1.1, above, as Remedy Costs to the AGENCY and will not demand monetary payment for such Fees from AGENCY.

1.4. At the same time Subdistrict No. 6 calculates Fees for other Subdistrict Wells, Subdistrict No. 6 will deduct Remedy Costs from Remedy Credits. AGENCY agrees if operation of its Well or Wells exceed Remedy Credits in any ARP Year for which the AGENCY has a valid and operating participation contract, AGENCY will be liable for payment of fees above the amount of Excess Credits to Subdistrict No. 6.

1.5. AGENCY may carry over any Remedy Credits attributable to Subdistrict No. 6 from year to year, including after the Term of this Agreement has expired, and Subdistrict No. 6 will continue to deduct Remedy Costs from Remedy Credits at AGENCY's direction, until all such credits are extinguished AGENCY may, in its sole discretion and with the approval of the Rio Grande Water Conservation District Water Activity Enterprise, which consent will not unreasonably be denied, transfer unused Remedy Credits for use to offset groundwater withdrawals from wells located in other Response Areas. Such credit will be based on the acre-feet of Remedy Credit and applied through other Subdistrict(s) ARP(s). When such Remedy Credits are extinguished, AGENCY's well or wells will no longer be part of Subdistrict No. 6's ARP and AGENCY must comply with the Groundwater Rules in some manner outside of this Agreement.

1.6. AGENCY may transfer Remedy Credits to any other governmental agency, entity or person in its sole discretion. However, AGENCY must provide written notice

of such transfer of Remedy Credits at least 90 days prior to the start of the appropriate Subdistrict's ARP year. Upon proper notice, the appropriate Subdistrict will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement is for a one-year term commencing on May 1, 2023 and ending April 30, 2024. This Lease Agreement is for a single term only and is not renewable. If Subdistrict No. 6 chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 6 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 6 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits to Subdistrict No. 6:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for Subdistrict No. 6's use. Further details regarding this provision are outlined in the following subsections.

4.1. After this 900 acre-feet is under the control of Subdistrict No. 6 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

4.2. Use of Leased Excess Credits:

4.2.1 Preservation of AGENCY's 2002CW38A Water Rights: Subdistrict No. 6 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2023-2024 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 6 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 6 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A**. Subdistrict No. 6's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 6 other than the up to

900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 6 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

4.2.2 Assessment of Evaporation, Seepage, and Transit Losses: Beginning on the Effective Date, Subdistrict No. 6 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased to Subdistrict No. 6 herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **No Effect on Previous Agreement:** The Parties acknowledge that AGENCY entered into a lease agreement with Special Improvement District No. 3 of the Rio Grande Water Conservation District in 2019 to lease credits from this water right for the 2022/2023 ARP Year. The Parties further acknowledge that any Remedy Credits accrued under that 2022 agreement are not subject to this Agreement, but remain in place and subject to the 2022 Agreement.

5. **Modification and Termination:**

5.1. This Lease may be modified only by a written instrument executed by both parties.

5.2. Any party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

5.2.1 In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 6's sole and exclusive remedy will be specific performance until April 30, 2023.

5.2.2 In the event Subdistrict No. 6 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 6 under the terms of this Lease.

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

7. **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.

7.1. AGENCY Representatives and Contact Addresses: David Thomas, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Thomas can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3637; and by email at dethomas@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

7.2. Subdistrict No. 6 Representative and Contact Addresses: Program Manager Angelo Bellah is the representative for Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Bellah can be reached by physical mail at: Subdistrict No. 6, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: angelo@rgwcd.org.

8. **General Provisions**

8.1. Assignment: No 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.

8.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

8.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

8.4. 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.

8.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 6, will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

8.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. §

18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

8.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

8.6. 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.*

8.7. 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.

8.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

8.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and

limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq*.

8.10. 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.

8.11. 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.

8.12. Modification:

8.12.1. 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.

8.12.2. 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.

8.13. 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:

8.13.1. The provisions of the main body of this Lease Agreement

8.13.2. Exhibits

8.14. 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.

8.15. 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.

AGENCY,

By: DAVID THOMAS Digitally signed by DAVID THOMAS Date: 2023.03.23 15:38:49 -06'00'

David Thomas, Contracting Officer

Date: 3-23-2023

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By:

Angelo Bellah, Program Manager
Subdistrict No. 6, Rio Grande Water Conservation District

Date: 3/27/23

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 23 day of April, 2024 ("Effective Date"), by and between the United States Department of Interior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY groundwater rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for all Irrigation Water Rights* ("Groundwater Rules"). The Groundwater Rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 6 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 Conejos County in Case No. 18CV30014, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 6 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 6 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its 2024-2025 Annual Replacement Plan ("Subdistrict No. 6 ARP") for the Plan of Water Management for Subdistrict No.6 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 6, AGENCY agrees to provide Subdistrict No. 6 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 6's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in Case No. 2002CW38A. The availability of "Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under a decree or an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 6 sustainability requirements under their respective Plans of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 6, respectively, to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. Remedy Credits are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict No. 6.

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, AGENCY grants to Subdistrict No. 6 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 6 will include well W-392, Well No. 1 (WDID 2205111) in the Subdistrict No. 6 ARP according to the terms of a Participation Contract including that well. If additional wells are added to the Participation Contract, according to its terms, such additional wells will be included under the Subdistrict in this subparagraph by implication. Subdistrict No. 6 will also take such actions as may be

necessary to assure compliance with the sustainability requirements of the individual Subdistrict's Plan of Water Management and ARP. 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.

1.1. Every acre-foot generated under this Agreement and provided for use by Subdistrict No. 6 will result in the generation of the equivalent of [redacted] in Remedy Credits for the AGENCY.

1.2. At the time, through a separate written agreement, AGENCY's well or wells are included in a Subdistrict No. 6 ARP, Subdistrict No. 6 will calculate the Fees incurred by groundwater withdrawals by such well or wells in the same manner as all other Subdistrict Wells included in that same ARP, as stated in Subdistrict No. 6's Plan for Water Management and associated Rules and Regulations.

1.3. Except as provided in Paragraph 1.7, below, Subdistrict No. 6 will consider the Fees incurred by AGENCY as determined in paragraph 1.1, above, as Remedy Costs to the AGENCY and will not demand monetary payment for such Fees from AGENCY.

1.4. At the same time Subdistrict No. 6 calculates Fees for other Subdistrict Wells, Subdistrict No. 6 will deduct Remedy Costs from Remedy Credits. AGENCY agrees if operation of its Well or Wells exceed Remedy Credits in any ARP Year for which the AGENCY has a valid and operating participation contract, AGENCY will be liable for payment of fees above the amount of Excess Credits to Subdistrict No. 6.

1.5. AGENCY may carry over any Remedy Credits attributable to Subdistrict No. 6 from year to year, including after the Term of this Agreement has expired, and Subdistrict No. 6 will continue to deduct Remedy Costs from Remedy Credits at AGENCY's direction, until all such credits are extinguished AGENCY may, in its sole discretion and with the approval of the Rio Grande Water Conservation District Water Activity Enterprise, which consent will not unreasonably be denied, transfer unused Remedy Credits for use to offset groundwater withdrawals from wells located in other Response Areas. Such credit will be based on the acre-feet of Remedy Credit and applied through other Subdistrict(s) ARP(s). When such Remedy Credits are extinguished, AGENCY's well or wells will no longer be part of Subdistrict No. 6's ARP and AGENCY must comply with the Groundwater Rules in some manner outside of this Agreement.

1.6. AGENCY may transfer Remedy Credits to any other governmental agency, entity or person in its sole discretion. However, AGENCY must provide written notice

of such transfer of Remedy Credits at least 90 days prior to the start of the appropriate Subdistrict's ARP year. Upon proper notice, the appropriate Subdistrict will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement is for a one-year term commencing on May 1, 2024 and ending April 30, 2025. This Lease Agreement is for a single term only and is not renewable. If Subdistrict No. 6 chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 6 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 6 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits to Subdistrict No. 6:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for Subdistrict No. 6's use. Further details regarding this provision are outlined in the following subsections.

   3.1. After this 900 acre-feet is under the control of Subdistrict No. 6 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

   3.2. Use of Leased Excess Credits:

      3.2.1 Preservation of AGENCY's 2002CW38A Water Rights: Subdistrict No. 6 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2024-2025 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 6 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 6 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A**. Subdistrict No. 6's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 6 other than the up to

900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 6 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

3.2.2 Assessment of Evaporation, Seepage, and Transit Losses: Beginning on the Effective Date, Subdistrict No. 6 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased to Subdistrict No. 6 herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **No Effect on Previous Agreement:** The Parties acknowledge that AGENCY entered into a lease agreement with Special Improvement District No. 6 of the Rio Grande Water Conservation District in 2023 to lease credits from this water right for the 2023 ARP Year. The Parties further acknowledge that any Remedy Credits accrued under that 2023 agreement are not subject to this Agreement, but remain in place and subject to the 2023 Agreement.

5. **Modification and Termination:**

5.1. This Lease may be modified only by a written instrument executed by both parties.

5.2. Any party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

5.2.1 In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 6's sole and exclusive remedy will be specific performance until April 30, 2025.

5.2.2 In the event Subdistrict No. 6 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 6 under the terms of this Lease.

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

7. **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.

7.1. AGENCY Representatives and Contact Addresses: Scott Voigt, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Voigt can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3640; and by email at svoigt@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

7.2. Subdistrict No. 6 Representative and Contact Addresses: District Manager (Cleave Simpson) is the representative for Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Subdistrict No. 6, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@rgwcd.org.

8. **General Provisions**

8.1. Assignment: No 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.

8.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

8.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

8.4. 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.

8.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 6, will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

8.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such

provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

8.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

8.6. 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.*

8.7. 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.

8.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

8.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

8.10. 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.

8.11. 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.

8.12. Modification:

8.12.1. 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.

8.12.2. 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.

8.13. 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:

8.13.1. The provisions of the main body of this Lease Agreement

8.13.2. Exhibits

8.14. 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.

8.15. 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.

AGENCY,

By: ROBERT HALL Digitally signed by ROBERT HALL Date: 2024.04.19 16:10:05 -06'00'

Robert Hall, Contracting Officer

Date: 4/19/2024

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By Amber Pacheco

Amber Pacheco, Deputy General Manager Rio Grande Water Conservation District

Date: 3/26/2024

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
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peterampe@hillandrobbins.com

March 24, 2025

Mr. Jason Ullmann, P.E.
State Engineer
Colorado Division of Water Resources
1313 Sherman Street, Room 818
Denver, Colorado 80203

VIA DWR PORTAL

Re: **Request for Renewal of Substitute Water Supply Plan for the 2025/2026 ARP Year for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S.**

Dear Mr. Ullmann,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") and the United States of America, Department of Interior, Bureau of Land Management ("BLM") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026. The $300.00 filing fee will be paid via the DWR Portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado. *See* Exhibit A.

This is the fifth SWSP under this lease, the previous approval was No. 6163.

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure the 2025/2026 Annual Replacement Plan conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to include augmentation and remedy of injurious depletions, either directly or by exchange. No other changes to the previous decree are requested. In addition, this application does not request any changes to the decree entered in Case No. 1990CW0048, which previously authorized the subject water right to be exchanged into Platoro Reservoir for release and delivery later in the irrigation season. Subdistrict No. 6's use of any or all of said water will be governed by a separate agreement with the BLM. Any storage will only take place under separate agreement with the Conejos Water Conservancy District allowing such storage.

Evidence of Subdistrict No. 6's right to the use of said water is attached as Exhibit B.

Subdistrict No. 6 will use the water stored under this SWSP by making releases from Platoro Reservoir at the time required by the Annual Replacement Plan and/or the direction of the State and Division Engineers or by direct delivery to the Compact gage or by augmenting stream flows to remedy injurious depletions. Such use is set forth in more detail in Section III, below.

II. Change of Water Right.

The water right to be changed is 274.91 acre-feet of water under the BLM's Lovato Ditch right currently stored in Platoro Reservoir to allow augmentation and remedy of injurious depletions, either directly or by exchange.

The original decree for the Lovato Ditch Water Right was entered on October 22, 1883, in the adjudication of the Conejos and San Antonio Rivers (former Water District No. 22) before the District Court in and for Conejos County. The decree assigns to the ditch Priority No. 33 and awards to that priority 27.58 c.f.s. for irrigation and domestic uses, with an appropriation date of June 14, 1867. The point of diversion in the original decree is described as being located in the San Antonio River, in Section 30, T. 33 N., R. 10 E., N.M.P.M. The decreed source of water is the San Antonio River.

In Case No. 2002CW38, the BLM applied for a change of water right of the portion of the Lovato Ditch owned by the BLM and for a plan for augmentation. The Water Court, in and for Water Division No. 3 bifurcated the case into Case No. 2002CW38A and Case No. 2002CW38B. The Court entered a decree in 2002CW38A on December 7, 2014. Among other things, the Court decreed a change in type of use from irrigation and domestic uses to the following new uses: irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses. The first priority for the BLM's Lovato Ditch decreed therein is for replacement of out-of-priority depletions pursuant to the plan for augmentation decreed in 2002CW38B. Excess Credits, as that term is defined in the 2002CW38A decree, may be used for other decreed purposes. The 2002CW38A expressly recognizes that these Excess Credits may be used as a source of supply

in approved plans of water management.

All other terms and conditions in the 2002CW38A decree will remain applicable under this SWSP. Any stored in Platoro Reservoir that is not under the control of Subdistrict No. 6 pursuant to Exhibit B remains under the control of the BLM and may be used by the BLM for any lawful purpose, including additional purposes approved under this SWSP.

III. Operation of Plan.

The water right listed above, in combination with the other water rights to be listed as part of the overall water portfolio in the Subdistrict No. 6 2025 ARP, as required by the approved Plan of Water Management for Subdistrict No. 6, will be released from storage to remedy injurious depletions through augmentation or delivered directly or by exchange to remedy injury, or delivered to the Compact gage. This SWSP is intended to add an additional purpose of use for the above listed water. Because the above listed water right has previously been changed to allow for augmentation and such use is limited by historical consumptive use, as determined by the water court, there is no duty to consider additional historic return flow patterns from use.

It is our understanding that, to the extent this water remains in storage, this SWSP for any water physically stored in Platoro Reservoir need not be renewed. When the subject water right cannot be exchanged into Platoro Reservoir because of physical or legal limitations, the water rights may be exercised as authorized in the 2002CW38A decree or otherwise under this SWSP.

Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter J. Ampe
Subdistrict No. 6 Peter J. Ampe

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Substitute Water Supply Plan for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (March 24, 2025) this 24th day of March 2025 as follows:

epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; jnslade657@gmail.com; SWSP@troutlaw.com; jdischinger@fwlaw.com; trb@tbvs.net; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; fuchsranchinc@gmail.com; whillhouse@hfak.com; lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; whcaile@hollandhart.com; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; amalotte@bbawater.com; STEVE@CLEARWATERCOLORADO.COM; thunter@travelin.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; benl@lewicki.biz; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; amr@amr-law.com; lescobar.ana@gmail.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; patrick@waterlaw.com; mkobza@bouldercounty.org; MELISSA.VANDERPOEL@state.co.us; pfoster@wrightwater.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; JOAN.CHAVEZ@STATE.CO.US; cjjj2003@yahoo.com; DURANGOOFFICE@SGM-INC.COM;

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s/ *Peter Ampe*
Peter Ampe

EXHIBIT B

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 23 day of April, 2024 ("Effective Date"), by and between the United States Department of Interior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY groundwater rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for all Irrigation Water Rights* ("Groundwater Rules"). The Groundwater Rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 6 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 Conejos County in Case No. 18CV30014, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 6 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 6 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its 2024-2025 Annual Replacement Plan ("Subdistrict No. 6 ARP") for the Plan of Water Management for Subdistrict No.6 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 6, AGENCY agrees to provide Subdistrict No. 6 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 6's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in Case No. 2002CW38A. The availability of "Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under a decree or an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 6 sustainability requirements under their respective Plans of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 6, respectively, to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. Remedy Credits are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict No. 6.

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, AGENCY grants to Subdistrict No. 6 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 6 will include well W-392, Well No. 1 (WDID 2205111) in the Subdistrict No. 6 ARP according to the terms of a Participation Contract including that well. If additional wells are added to the Participation Contract, according to its terms, such additional wells will be included under the Subdistrict in this subparagraph by implication. Subdistrict No. 6 will also take such actions as may be

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of such transfer of Remedy Credits at least 90 days prior to the start of the appropriate Subdistrict's ARP year. Upon proper notice, the appropriate Subdistrict will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement is for a one-year term commencing on May 1, 2024 and ending April 30, 2025. This Lease Agreement is for a single term only and is not renewable. If Subdistrict No. 6 chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 6 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 6 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits to Subdistrict No. 6:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for Subdistrict No. 6's use. Further details regarding this provision are outlined in the following subsections.

   3.1. After this 900 acre-feet is under the control of Subdistrict No. 6 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

   3.2. Use of Leased Excess Credits:

      3.2.1 Preservation of AGENCY's 2002CW38A Water Rights: Subdistrict No. 6 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2024-2025 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 6 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 6 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A**. Subdistrict No. 6's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 6 other than the up to

900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 6 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

3.2.2 Assessment of Evaporation, Seepage, and Transit Losses: Beginning on the Effective Date, Subdistrict No. 6 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased to Subdistrict No. 6 herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **No Effect on Previous Agreement:** The Parties acknowledge that AGENCY entered into a lease agreement with Special Improvement District No. 6 of the Rio Grande Water Conservation District in 2023 to lease credits from this water right for the 2023 ARP Year. The Parties further acknowledge that any Remedy Credits accrued under that 2023 agreement are not subject to this Agreement, but remain in place and subject to the 2023 Agreement.

5. **Modification and Termination:**

5.1. This Lease may be modified only by a written instrument executed by both parties.

5.2. Any party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

5.2.1 In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 6's sole and exclusive remedy will be specific performance until April 30, 2025.

5.2.2 In the event Subdistrict No. 6 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 6 under the terms of this Lease.

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

7. **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.

7.1. AGENCY Representatives and Contact Addresses: Scott Voigt, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Voigt can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3640; and by email at svoigt@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

7.2. Subdistrict No. 6 Representative and Contact Addresses: District Manager (Cleave Simpson) is the representative for Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Subdistrict No. 6, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@rgwcd.org.

8. **General Provisions**

8.1. Assignment: No 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.

8.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

8.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

8.4. 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.

8.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 6, will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

8.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such

provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

8.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

8.6. 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.*

8.7. 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.

8.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

8.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

8.10. 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.

8.11. 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.

8.12. Modification:

8.12.1. 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.

8.12.2. 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.

8.13. 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:

8.13.1. The provisions of the main body of this Lease Agreement

8.13.2. Exhibits

8.14. 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.

8.15. 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.

AGENCY,

By: ROBERT HALL Digitally signed by ROBERT HALL Date: 2024.04.19 16:10:05 -06'00'

Robert Hall, Contracting Officer

Date: 4/19/2024

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By Amber Pacheco

Amber Pacheco, Deputy General Manager Rio Grande Water Conservation District

Date: 3/26/2024

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
San Luis Valley Field Office
1313 E. Highway 160
Monte Vista, Colorado 81144

In Reply Refer To:
6740 (CO510)
LLCOF03000- TLA

April 1, 2025

Sending Via Email:
Amber Pacheco: amber@rgwcd.org

Amber Pacheco
Subdistrict 6 Program Manager
Rio Grande Water Conservancy District
8805 Independence Way
Alamosa, CO. 81101

Re: BLM Agreement to Provide Shaw Reservoir Water to USFWS for Augmentation Use for Subdistrict 6

Dear Ms. Pacheco:

BLM has negotiated a Memorandum of Understanding (MOU) with the U.S. Fish and Wildlife Service (USFWS) that allows USFWS to use a portion of the annual yield of BLM water rights for augmentation purposes. During 2025, BLM has authorized USFWS to utilize 250 acre-feet of water diverted under the Shaw Reservoir water rights and presently stored in Beaver Park Reservoir. Substitute Water Supply ID No. 9438 describes the characteristics of the Shaw Reservoir water rights and provides formal authorization to use the water rights for augmentation purposes.

BLM is providing 250 acre-feet of Shaw Reservoir water rights to the USFWS to offset USFWS well depletions will occur during the Annual Replacement Plan year that commences on May 1, 2025. BLM will maintain operational control of and responsibility for storage of the specified quantity of the Shaw Reservoir water rights until Subdistrict 6 requests transfer of the water to the Rio Grande Water Conservation District (RGWCD) storage account at Beaver Park Reservoir. BLM requests that RGWCD accept the transfer of the water as soon as possible to make room for inflows to BLM's storage account from BLM's Treasure Pass Diversion Ditch. In return for BLM's agreement to provide 250-acre feet for augmentation water purposes, USFWS will direct 250 acre-feet of its mitigation water from the Closed Basin Project to the Blanca Wetlands Area.

The water provided to USFWS under the MOU will not be considered a transfer or sale of a right in the underlying decree.

Please contact Taylor Applewhite (719) 480-3123 (tapplewhite@blm.gov) and Tony Aloia (719) 850-6371 (tony.aloia@state.co.us) to administer the transfer of 250 acre-feet of Treasure Pass Diversion Ditch transmountain water to the appropriate Subdistrict account.

Sincerely,

Dale Culver
Field Manager
San Luis Valley Field Office

CC:
Tony Aloia: tony.aloia@state.co.us
Sa Riggenbach: sam.riggenbach@state.co.us
Chris Shaffer: christopher_shaffer@fws.gov
Angelo Bellah: angelo@rgwcd.org
Roy Smith: r20smith@blm.gov

COLORADO
Division of Water Resources
Department of Natural Resources

August 14, 2024

Mr. Roy Smith
Bureau of Land Management
Denver Federal Center, Building 40
Lakewood, CO 80225

RE: BLM Shaw Reservoir Substitute Water Supply Plan
SE ¼ SE ¼ Sec. 31, T39N, R2E, N.M.P.M.
Water Division 3, Water District 20
SWSD ID 9438, Case No. 22CW3033

Approval Period: July 1, 2024 through June 30, 2025
Contact Information for Mr. Smith: (303) 239-3940; r20smith@blm.gov

Dear Mr. Smith:

We have reviewed your letter of April 17, 2024 requesting a substitute water supply plan ("SWSP") on the behalf of Bureau of Land Management ("BLM" or "Applicant") pursuant to section 37-92-308(4), C.R.S. An application for change of water rights was filed in Division 3 water court Case No. 22CW3033 and this SWSP request references pending case no. 22CW3033. Notice of the SWSP request was provided to the opposers in Case No. 22CW3033 on April 17, 2024. The State Engineer's Office received comments from the Colorado Water Conservation Board during the statutory 35-day comment period. The required $300 filing fee (receipt number 10035434) has been received.

SWSP OPERATION

In December 2021, the BLM acquired the storage water rights associated with the Shaw Reservoir (WDID 2003559), while the San Luis Valley Water Conservancy District (SLVWCD) acquired the physical infrastructure associated with the reservoir. Shaw Reservoir must temporarily be drained in order to perform maintenance activities. The water rights associated with Shaw Reservoir are summarized in the table below. The decreed use of the Shaw Reservoir rights is for irrigation purposes.

WDID	Structure Name	Adjudication Date	Appropriation Date	Stream Priority	Water Source	Case Number	Net Absolute
2003559	Shaw Reservoir	9/13/1916	9/18/1895	1916-39A	Spring Creek	9/13/1916	510.84 AF
					Spring Creek	4/6/1920	127.71 AF
		1/27/1960	9/27/1954	1959-15	Kitty Creek	CA2673	42.05 AF
2000839	Shaw Reservoir Feeder Ditch	9/13/1916	5/1/1900	1916-50	Little Trout Creek	9/13/1916	10.0 cfs

This SWSP is sought to allow the Shaw Reservoir water to be stored instead in Beaver Park Reservoir (WDID 2003532) and to allow use of the Shaw Reservoir water for augmentation purposes or wetlands management purposes as described herein.

The entire capacity of Shaw Reservoir, up to 680.6 acre-feet, will be evacuated from the reservoir via administratively approved exchanges to either the Beaver Park Reservoir or to the Blanca Wetlands Area Turnouts.

Water diverted to Beaver Park Reservoir may be exchanged back to Shaw Reservoir, via administratively approved exchanges, after the maintenance activities are completed, or released for augmentation use by one or more of the Subdistricts of the Rio Grande Water Conservation District. Any storage may only occur in accordance with a separate agreement with the reservoir owner. The Applicant must provide a copy of any storage agreement(s) to the Division Engineer and Water Commissioners **prior to** storage of any water pursuant to this SWSP.

Water diverted to the Blanca Wetlands Area Turnouts will be used for irrigation of wetlands, marshes, meadows, and playas areas; creation and support of fish and wildlife habitat in ponds, diked area, and natural basins; wildlife watering; recreation; non-potable domestic use; piscatorial and fish propagation; and replacement of evaporative losses associated with such. The locations of the Blanca Wetlands Area Turnouts are described below:

Turnout Name	PLSS Location	UTM Location
CHO3	NE ¼ SW ¼, Sec. 4, T38N, R12E, N.M. P.M.	440976 E, 4157892 N
CHO4	SW ¼ SW ¼, Sec. 9, T38N, R12E, N.M. P.M.	440447 E, 4156005 N

DEPLETIONS

To account for the historical return flows and ditch losses from the operation of the Shaw Reservoir, the Applicant estimates that 39.8% of the water storage at Shaw Reservoir was consumptively used, 36.9% was returned to the Rio Grande as surface water and groundwater return flows, and 23.3% returned to the Rio Grande as ditch losses. If water is stored in Beaver Park Reservoir and used for augmentation purposes, or if the water is diverted to wetland management uses at Blanca Wetlands Area, the Applicant will inform the Division Engineer and deliver water in an approved schedule to replace return flows and ditch losses from Beaver Park Reservoir.

During the irrigation season, releases will include a 10% transit loss to the headgate of the Anaconda Ditch. During the non-irrigation season, the transit loss will be determined by the Division Engineer and Water Commissioner. These losses will be assessed from the location from where the water is released to the place of use. Evaporation for water stored in reservoirs will be calculated when the water is released. The calculated amounts are subject to assessment and modification as determined by the Division Engineer.

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(4)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location,

and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of July 1, 2024 through June 30, 2025 unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of section 37-92-308(4)(b) shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8). Any request for an additional SWSP must be submitted to this office no later than **April 1, 2025**.

2. Approval of this SWSP is for the purposes stated herein. Additional structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses and such structures/uses are identified in Case No. 22CW3033.

3. The Applicant shall provide accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a **monthly** basis. The accounting must be submitted to the Division Engineer via the online submittal tool. Submission access was established under the previous SWSP approval, please contact Michelle Lanzoni at michelle.lanzoni@state.co.us with any questions related to accounting submission under this SWSP approval. Accounting must be submitted within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meter must be provided with the accounting.

4. The water subject of this SWSP may be exchanged into storage in Beaver Park Reservoir for later use. Any such storage may only occur in accordance with a separate agreement with the reservoir owner. The Applicant must provide a copy of any storage agreement(s) to the Division Engineer and Water Commissioners **prior to** storage of any water pursuant to this SWSP.

5. Transit loss for delivery of water is subject to assessment and modification as determined by the Division Engineer.

6. For changed water not retained in storage, the amount of water made available under this SWSP shall only be included as a source of water for replacement of injurious depletions as required by an individual Subdistrict's ARP for the term of the approval of this SWSP, or the term of the agreement or other document which evidences the Applicant's right to use the water rights for augmentation, whichever is shorter.

7. 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.

8. All deliveries for direct replacement, storage, or exchange shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring devices as required by the Division Engineer for operation of this SWSP.

9. **Prior to** the operation of any exchange, the Applicant is required to notify the Water Commissioner and obtain the Water Commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner's approval on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange-from and exchange-to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users, including the CWCB's instream flow rights when such rights are being administered.

10. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

11. Should a decree be entered in Case No. 22CW3033 before the SWSP expiration date, the provisions of the decree will supersede this SWSP and this SWSP will be deemed to be no longer in effect, unless continued use during the term of the SWSP is specifically allowed by the decree granted in Case No. 22CW3033.

12. 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 permanent change of water right, all use of water under this SWSP must cease immediately.

13. The 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 the pending water court case or any other legal action that may be initiated concerning the SWSP. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(4), C.R.S., shall be to the Division 3 water judge within thirty days of the date of this decision and shall be consolidated with the pending water court application in Case No. 22CW3033.

Should you have any questions, please contact Melissa A. van der Poel of this office or Darin Schepp, Assistant Division Engineer, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.
Deputy State Engineer

ec: Craig Cotten, Division 3 Engineer
Division 3 SWSP review team
Sam Riggenbach, District 20 Water Commissioner

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mountain-Prairie Region
San Luis Valley National Wildlife Refuge Complex
Alamosa, CO 81101

IN REPLY REFER TO:
FWS/R6/

April 5, 2024

Angelo Bellah
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased BLM Treasure Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Mr. Bellah,

The U.S. Fish and Wildlife Service (USFWS) and the Bureau of Land Management (BLM) have negotiated terms and conditions to lease a portion of BLM's annual yield (250 acre-feet) of its Treasure Pass Diversion Ditch transmountain water rights to the USFWS. BLM has stored a portion of Treasure Pass Diversion Ditch water in Beaver Park Reservoir provided by Colorado Parks and Wildlife. Under the agreement between USFWS and the BLM, 250 acre-feet will be transferred to the USFWS to cover USFWS injury from pumping in the Subdistrict's 2021 Annual Replacement Plan.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed. In the latter instance, the Subdistrict must provide another source of replacement water in an amount sufficient to remedy all injurious depletions resulting from the withdrawal of groundwater by USFWS wells that are included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility for storage of the specified quantity of water following this transfer. This lease between USFWS and BLM will not be considered a transfer or sale of a right in the underlying decree. The Subdistrict should contact BLM staff to administer the transfer of 250 acre-feet of Treasure Pass Diversion Ditch transmountain water to the appropriate Subdistrict account.

Please contact John Hughes (john_hughes@fws.gov) or Chris Shaffer (christopher_shaffer@fws.gov) with any questions and to administer the transfer of water to the appropriate Subdistrict account.

Best Regards,

John Hughes
Acting Project Leader
San Luis Valley National Wildlife Refuge Complex

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Colorado State Office
Denver Federal Center, Building 40
Lakewood, Colorado 80225
www.blm.gov/colorado

In Reply Refer To:
CO-932 (7250)

In Reply Refer To:
7250 (CO-923)

Amber Pacheco
Subdistrict Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Re: BLM Agreement to Provide Treasure Pass Diversion Ditch Transmountain Water to USFWS for Augmentation Use for Subdistrict 6

Dear Ms. Pacheco,

BLM has Memorandum of Understanding (MOU) with the U.S. Fish and Wildlife Service (USFWS) that allows USFWS to use a portion of the annual yield of BLM's Treasure Pass Diversion Ditch water rights for augmentation purposes. The Treasure Pass Diversion Ditch transmountain water rights are decreed in Civil Action 73 and 308, District Court in and For Archuleta County, Colorado. The water right is decreed for 7.0 cfs and carries an appropriation date of August 1, 1922. The Treasure Pass Diversion Ditch transmountain water rights originate in Water Division 7 and are used in Water Division 3. In addition to the senior water right, BLM also uses the ditch to divert water from Water Division 7 under "free river" conditions. It is BLM's intent to provide "free river" diversions to USFWS under the MOU.

BLM has stored a portion of its Treasure Pass Diversion Ditch diversions in storage space at Beaver Park Reservoir provided by Colorado Parks and Wildlife. Under the MOU, BLM will provide 250 acre-feet of Treasure Pass Diversion Ditch transmountain water rights to the USFWS for the period beginning May 1, 2024 and ending April 30, 2025. It is BLM's understanding that the USFWS will relinquish this same amount to Subdistrict 6 for successive use as replacement water to remedy all injurious depletions caused by USFWS groundwater withdrawals during the 2024 Annual Replacement Plan pursuant to the Plan for Water Management of Subdistrict No.6.

BLM will maintain operational control of and responsibility of storage of the specified quantity of Treasure Pass Diversion Ditch transmountain water until Subdistrict 6 requests release of the water for augmentation purposes. The water provided to USFWS under the MOU will not be considered a transfer or sale of a right in the underlying decree.

Please contact Taylor Applewhite (719) 480-3123 and Tony Aloia (719) 850-6371 (tony.aloia@state.co.us) to administer the transfer of 250 acre-feet of Treasure Pass Diversion Ditch transmountain water to the appropriate Subdistrict account.

Sincerely,

Roy E Smith
Water Rights Specialist

Cc: Tony Aloia (CPW Area 17 Water Technician), Chris Shaffer (USFWS Hydrologist), Taylor Appliwhite, San Luis Valley Field Office

WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT ("Agreement") is entered into this 25th day of January, 2024, between the Rio Grande Water Conservation District ("District") and the City of Monte Vista, Colorado ("City") (together, "the Parties" or individually as "Party").

RECITALS

A. City owns a total of 31.92 percent of Anderson Ditch Priorities 90 and 143, a pro-rata interest that amounts to 4.23 cfs;

B. City has filed a water court application that is currently pending as Case No. 16CW3024, District Court, Water Division 3, seeking approval of changes of water rights, conditional appropriative rights of exchange, and a plan for augmentation;

C. One of City's claims in Case No. 16CW3024 is to change 3.23 cfs of its 4.23 cfs interest in Anderson Ditch Priorities 90 and 143 from irrigation use to other uses that include exchange, replacement, and augmentation;

D. Under the plan for augmentation sought by City in Case No. 16CW3024, City seeks to use its changed Anderson Ditch water rights for replacement and augmentation of injurious stream depletions caused by the pumping of certain of the City's confined and unconfined wells by returning the fully consumable historical depletions of its changed Anderson Ditch water rights to the Rio Grande, by either leaving its pro-rata portion in the Rio Grande or returning the historical depletion amounts of those water rights to the Rio Grande using future augmentation stations or measurement structures;

E. City also seeks approval in Case No. 16CW3024 to exchange the changed Anderson Ditch water rights upstream to storage in Rio Grande Reservoir for later release for replacement on the Rio Grande and/or other decreed uses;

F. Since May 1, 2021, during the pendency of Case No. 16CW3024, City has operated a substitute water supply plan ("SWSP") approved by the Colorado Division of Water Resources ("DWR") that has included City's storage of exchanged Anderson Ditch credits in Rio Grande Reservoir;

G. City currently owns 164.24 acre-feet ("AF") of water stored in Rio Grande Reservoir under the SWSP;

H. Also during the pendency of Case No. 16CW3024, City has contracted with Subdistrict No. 2 and Subdistrict No. 6 for replacement of injurious stream depletions ("Subdistrict Contracts");

I. Because the Subdistrict Contracts cover the majority of City's injurious stream depletions during the time period before the court enters a final decree in Case No. 16CW3024, City does not have an immediate need for all of its water currently stored in Rio Grande Reservoir, and now seeks to lease 160 AF of that water to others on a temporary basis ("Excess Stored Water");

J. District, through its six subdistricts, has a need to remedy injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells located throughout the San Luis Valley, and District seeks surface water supplies to use in its subdistricts' annual replacement plans as available sources to remedy injurious depletions; and

K. District therefore desires to purchase from City, and City desires to lease to the District, Excess Stored Water on the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from April 1, 2024, through March 31, 2025 ("Lease Term").

2. Quantity and Source of Leased Water. Subject to the terms herein, City will lease to District all 160 AF of the Excess Stored Water ("Leased Water") immediately upon both Parties' execution of this Water Lease Agreement, at which time the Parties will book over the Excess Stored Water to District's Rio Grande Reservoir account. City will submit a 2024 Substitute Water Supply Plan (SWSP) request to the Colorado Division of Water Resources (DWR) in late January 2024, which will seek the approval of District's use of the City's Excess Stored Water. Once DWR approves that SWSP, the District may use the Leased Water for its replacement uses.

3. Availability of Leased Water.

   3.1 Leased Water Supplied to District. Once the Leased Water is booked over to District's Rio Grande Reservoir account, such water will become the property of District.

   3.2 Leased Water Limitations. Once the Leased Water is booked over to District's Rio Grande Reservoir account, District shall bear sole responsibility for coordinating with the San Luis Valley Irrigation District ("SLVID"), which is the owner and operator of Rio Grande Reservoir, and DWR in order to release Leased Water from Rio Grande Reservoir for District's subsequent use. District will also be responsible for its regular DWR accounting requirements for the replacement use of its Leased Water. Notwithstanding any other provision in this Agreement, City's obligation to provide Leased Water to District is expressly conditioned on the legal and physical availability of Excess Stored Water under City's permits, decrees and water rights and shall be subordinate to City's water needs.

3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used herein, "force majeure" means any delay or failure of performance under this Agreement caused by events beyond a Party's reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to City, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) pandemics, epidemics, or quarantines (either global, national, or local). To the extent that a Party's performance is postponed or excused by an event of force majeure, the other Party's corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

4.1 City shall deliver the Leased Water to District in Rio Grande Reservoir (WDID No. 2003554), more particularly described as being located in the NW1/4, SW1/4 of Section 13, Township 40 North, Range 4 West, NMPM, Hinsdale County, Colorado. Further described as 1558 feet from the South section line and 167 feet from the West section line of said Section 13. UTM Zone 13 North NAD83: X – 300,194 Y – 4,177,218 ("Delivery Point").

4.2 Once the Leased Water is delivered to the Delivery Point by booking over the Leased Water into District's Rio Grande Reservoir account, District shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to District's point(s) of use of the Leased Water.

5. Accounting.

5.1 City shall maintain accounting of the delivery of Leased Water to the Delivery Point for District and shall incorporate that accounting into City's SWSP accounting. Upon District's request, City shall supply such.

accounting and other information as District, SLVID, or the Division Engineer for Water Division 3 may require to implement this Agreement for District's use of the Leased Water.

5.2 District shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to DWR, as required by the Division 3 Engineer. Upon request, City may review District's accounting provided to DWR, within 30 days of the end of the month being accounted for.

6. Price. District agrees to pay City the price of [redacted] per acre-foot of Leased Water delivered by City to District. District's payments to City pursuant to this Agreement are non-refundable and are not contingent upon whether the Leased Water is actually used by District so long as City delivered the Leased Water to the Delivery Point.

7. Payment. District shall make two lump sum payments to City for the Leased Water. The first payment of [redacted] shall be made within 30 days of the full execution of this Agreement. The second payment of [redacted] shall be made within 30 days of City and/or District obtaining an approved SWSP authorizing District's use of the Leased Water.

8. Failure to Pay. If District fails to make the first payment described in Paragraph 7 above, the full amount of Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the Leased Water in Rio Grande Reservoir for a period of one year. If District makes the first payment described in Paragraph 7 above, but fails to make the second payment, then 80 AF of the Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District other than the 80 AF paid for by District's first payment, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the remaining 80 AF of Leased Water booked back over to City's storage account for a period of one year.

9. Use of Leased Water.

9.1 District Approvals. District is responsible for ensuring that its use of the Leased Water complies with all existing judicial or administrative approvals, or for obtaining new judicial or administrative approvals, as may be necessary to use the Leased Water on a temporary basis. The Parties expressly acknowledge that City will seek approval of District's use under its 2024 SWSP request associated with Division 3, Case No.

16CW3024. However, a separate approved SWSP pursuant to section 37-92-308, C.R.S. may be necessary for the District to put the Leased Water to certain uses. No such plan or approval sought by District for use of the Leased Water may involve a change or review of City's water rights in water court.

9.2 City's Role. If District seeks approval of a new SWSP to use the Leased Water, City will reasonably cooperate with District and supply necessary data and other information as District deems necessary to pursue the SWSP. District shall provide any SWSP application or notice to City for review and comment prior to submittal to DWR. City may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal at City's sole expense.

9.3 Termination to Protect City's Water Rights. District agrees that it will use its best efforts not to jeopardize City's water rights by taking any action that causes or potentially could cause a reopening of any of City's water court decrees or the City's prosecution of its claims in Case No. 16CW3024. If a third party seeks review of City's water rights or decrees in water court in connection with District's use of the Leased Water in a SWSP or other approval from DWR, City, in its sole discretion and upon prior notice to District, may terminate this Agreement. District acknowledges that, following the expiration or termination of this Agreement, City has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from DWR.

9.4 Other Permits / Approvals. District is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for District to use the Leased Water under this Agreement. Upon City's request, District shall provide copies of any such authorizations, approvals, and/or permits to City.

10. City's Title. City 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. City 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.

11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of City's water rights to District.

12. Untreated Water. The Leased Water delivered to District under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Stored Water. Delivery of the Leased Water under this Agreement is on an "as is" basis only. City makes no warranty, express or implied, concerning the quality of the Leased Water. Further, City expressly disclaims any implied

warranties of the Leased Water's merchantability or fitness for a particular purpose.

13. Responsibility for Use and Indemnification. District shall bear all responsibility for its use of the Leased Water upon City's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, District must defend, indemnify, and hold City harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from District's use of the Leased Water after City's delivery of the Leased Water as provided for in this Agreement. In the event that District is obligated to indemnify City, it may terminate this Agreement, subject to its obligations to City for its prior use of the Leased Water.

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

15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are 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 is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To City:

City Manager
City of Monte Vista
95 West 1st Avenue
Monte Vista, CO 81144
Email: gdennis@ci.monte-vista.co.us

To District:

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

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

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within 10 days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.

17. No Continuing Duty to Supply Water. City has no obligation to supply water to District after this Agreement expires or is otherwise terminated.

18. Miscellaneous Provisions.

18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

18.2. 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 City or District to one another with respect to this Agreement.

18.3. Survival. Each of the representations and warranties made by City and District 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.

18.4. 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. 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 Colorado Rules of Civil Procedure, Rule 6, then the relevant date will be extended automatically until the next business day.

18.5. Non-Severability - Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of City and District. 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.

18.6. 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.

18.7. 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. City may not assign its rights or delegate its duties hereunder without the prior written consent of District, which consent shall not be unreasonably withheld. District may not assign its rights hereunder to any other person or entity, except to any of its subdistricts, without the prior written consent of City, which consent shall not be unreasonably withheld.

18.8. 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 Rio Grande County, State of Colorado.

18.9. 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.

18.10. Recording. District may record this Agreement or a Memorandum of this Agreement.

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

18.12. 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 cannot be construed against any Party on the basis of authorship.

18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party

has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

CITY OF MONTE VISTA

Gigi Dennis 01-31-24

Gigi Dennis, City Manager Date

RIO GRANDE WATER CONSERVATION DISTRICT

Amber Pacheco 1/25/2024

Amber Pacheco, Deputy General Manager Date

WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT ("Agreement") is entered into this 14 day of March, 2023, between the Rio Grande Water Conservation District ("District") and the City of Monte Vista, Colorado ("City") (together, "the Parties" or individually as "Party").

RECITALS

A. City owns a total of 31.92 percent of Anderson Ditch Priorities 90 and 143, a pro-rata interest that amounts to 4.23 cfs;

B. City has filed a water court application that is currently pending as Case No. 16CW3024, District Court, Water Division 3, seeking approval of changes of water rights, conditional appropriative rights of exchange, and a plan for augmentation;

C. One of City's claims in Case No. 16CW3024 is to change 3.23 cfs of its 4.23 cfs interest in Anderson Ditch Priorities 90 and 143 from irrigation use to other uses that include exchange, replacement, and augmentation;

D. Under the plan for augmentation sought by City in Case No. 16CW3024, City seeks to use its changed Anderson Ditch water rights for replacement and augmentation of injurious stream depletions caused by the pumping of certain of the City's confined and unconfined wells by returning the fully consumable historical depletions of its changed Anderson Ditch water rights to the Rio Grande, by either leaving its pro-rata portion in the Rio Grande or returning the historical depletion amounts of those water rights to the Rio Grande using future augmentation stations or measurement structures;

E. City also seeks approval in Case No. 16CW3024 to exchange the changed Anderson Ditch water rights upstream to storage in Rio Grande Reservoir for later release for replacement on the Rio Grande and/or other decreed uses;

F. Since May 1, 2021, during the pendency of Case No. 16CW3024, City has operated a substitute water supply plan ("SWSP") approved by the Colorado Division of Water Resources ("DWR") that has included City's storage of exchanged Anderson Ditch credits in Rio Grande Reservoir;

G. City currently owns 282 acre-feet ("AF") of water stored in Rio Grande Reservoir under the SWSP;

H. Also during the pendency of Case No. 16CW3024, City has contracted with Subdistrict No. 2 and Subdistrict No. 6 for replacement of injurious stream depletions ("Subdistrict Contracts");

I. Because the Subdistrict Contracts cover the majority of City's injurious stream depletions during the time period before the court enters a final decree in Case No. 16CW3024, City does not have an immediate need for all of its water currently stored in Rio Grande Reservoir, and now seeks to lease 260 AF of that water to others on a temporary basis ("Excess Stored Water");

J. District, through its six subdistricts, has a need to remedy injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells located throughout the San Luis Valley, and District seeks surface water supplies to use in its subdistricts' annual replacement plans as available sources to remedy injurious depletions; and

K. District therefore desires to purchase from City, and City desires to lease to the District, Excess Stored Water on the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from April 1, 2023, through March 30, 2024 ("Lease Term").

2. Quantity and Source of Leased Water. Subject to the terms herein, City will lease to District all 260 AF of the Excess Stored Water ("Leased Water") immediately upon both Parties' execution of this Water Lease Agreement, at which time the Parties will book over the Excess Stored Water to District's Rio Grande Reservoir account. City will submit a 2023 Substitute Water Supply Plan (SWSP) request to the Colorado Division of Water Resources (DWR) in early March 2023, which will seek the approval of District's use of the City's Excess Stored Water. Once DWR approves that SWSP, the District may use the Leased Water for its replacement uses.

3. Availability of Leased Water.

   3.1 Leased Water Supplied to District. Once the Leased Water is booked over to District's Rio Grande Reservoir account, such water will become the property of District.

   3.2 Leased Water Limitations. Once the Leased Water is booked over to District's Rio Grande Reservoir account, District shall bear sole responsibility for coordinating with the San Luis Valley Irrigation District ("SLVID"), which is the owner and operator of Rio Grande Reservoir, and DWR in order to release Leased Water from Rio Grande Reservoir for District's subsequent use. District will also be responsible for its regular DWR accounting requirements for the replacement use of its Leased Water. Notwithstanding any other provision in this Agreement, City's obligation to provide Leased Water to District is expressly conditioned on the legal and physical availability of Excess Stored Water under City's permits, decrees and water rights and shall be subordinate to City's water needs.

3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used herein, "force majeure" means any delay or failure of performance under this Agreement caused by events beyond a Party's reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to City, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) pandemics, epidemics, or quarantines (either global, national, or local). To the extent that a Party's performance is postponed or excused by an event of force majeure, the other Party's corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

4.1 City shall deliver the Leased Water to District in Rio Grande Reservoir (WDID No. 2003554), more particularly described as being located in the NW1/4, SW1/4 of Section 13, Township 40 North, Range 4 West, NMPM, Hinsdale County, Colorado. Further described as 1558 feet from the South section line and 167 feet from the West section line of said Section 13. UTM Zone 13 North NAD83: X – 300,194 Y – 4,177,218 ("Delivery Point").

4.2 Once the Leased Water is delivered to the Delivery Point by booking over the Leased Water into District's Rio Grande Reservoir account, District shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to District's point(s) of use of the Leased Water.

5. Accounting.

5.1 City shall maintain accounting of the delivery of Leased Water to the Delivery Point for District and shall incorporate that accounting into City's SWSP accounting. Upon District's request, City shall supply such

accounting and other information as District, SLVID, or the Division Engineer for Water Division 3 may require to implement this Agreement for District's use of the Leased Water.

5.2 District shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to DWR, as required by the Division 3 Engineer. Upon request, City may review District's accounting provided to DWR, within 30 days of the end of the month being accounted for.

6. Price. District agrees to pay City the price o[redacted] per acre-foot of Leased Water delivered by City to District. District's payments to City pursuant to this Agreement are non-refundable and are not contingent upon whether the Leased Water is actually used by District so long as City delivered the Leased Water to the Delivery Point.

7. Payment. District shall mak[redacted] sum payments to City for the Leased Water. The first payment o[redacted] shall be mad[redacted] days of the full execution of this Agreement. The second payment o[redacted] shall be made within 30 days of City and/or District obtaining an approved SWSP authorizing District's use of the Leased Water.

8. Failure to Pay. If District fails to make the first payment described in Paragraph 7 above, the full amount of Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the Leased Water in Rio Grande Reservoir for a period of one year. If District makes the first payment described in Paragraph 7 above, but fails to make the second payment, then 130 AF of the Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District other than the 130 AF paid for by District's first payment, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the remaining 130 AF of Leased Water booked back over to City's storage account for a period of one year.

9. Use of Leased Water.

9.1 District Approvals. District is responsible for ensuring that its use of the Leased Water complies with all existing judicial or administrative approvals, or for obtaining new judicial or administrative approvals, as may be necessary to use the Leased Water on a temporary basis. The Parties expressly acknowledge that City will seek approval of District's use under its 2023 SWSP request associated with Division 3, Case No.

16CW3024. However, a separate approved SWSP pursuant to section 37-92-308, C.R.S. may be necessary for the District to put the Leased Water to certain uses. No such plan or approval sought by District for use of the Leased Water may involve a change or review of City's water rights in water court.

9.2 City's Role. If District seeks approval of a new SWSP to use the Leased Water, City will reasonably cooperate with District and supply necessary data and other information as District deems necessary to pursue the SWSP. District shall provide any SWSP application or notice to City for review and comment prior to submittal to DWR. City may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal at City's sole expense.

9.3 Termination to Protect City's Water Rights. District agrees that it will use its best efforts not to jeopardize City's water rights by taking any action that causes or potentially could cause a reopening of any of City's water court decrees or the City's prosecution of its claims in Case No. 16CW3024. If a third party seeks review of City's water rights or decrees in water court in connection with District's use of the Leased Water in a SWSP or other approval from DWR, City, in its sole discretion and upon prior notice to District, may terminate this Agreement. District acknowledges that, following the expiration or termination of this Agreement, City has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from DWR.

9.4 Other Permits / Approvals. District is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for District to use the Leased Water under this Agreement. Upon City's request, District shall provide copies of any such authorizations, approvals, and/or permits to City.

10. City's Title. City 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. City 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.

11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of City's water rights to District.

12. Untreated Water. The Leased Water delivered to District under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Stored Water. Delivery of the Leased Water under this Agreement is on an "as is" basis only. City makes no warranty, express or implied, concerning the quality of the Leased Water. Further, City expressly disclaims any implied

warranties of the Leased Water's merchantability or fitness for a particular purpose.

13. Responsibility for Use and Indemnification. District shall bear all responsibility for its use of the Leased Water upon City's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, District must defend, indemnify, and hold City harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from District's use of the Leased Water after City's delivery of the Leased Water as provided for in this Agreement. In the event that District is obligated to indemnify City, it may terminate this Agreement, subject to its obligations to City for its prior use of the Leased Water.

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

15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are 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 is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To City:

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Email: gdennis@ci.monte-vista.co.us

To District:

General Manager
Rio Grande Water Conservation District
8805 Independence Way
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Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within 10 days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.

17. No Continuing Duty to Supply Water. City has no obligation to supply water to District after this Agreement expires or is otherwise terminated.

18. Miscellaneous Provisions.

18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

18.2. 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 City or District to one another with respect to this Agreement.

18.3. Survival. Each of the representations and warranties made by City and District 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.

18.4. 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. 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 Colorado Rules of Civil Procedure, Rule 6, then the relevant date will be extended automatically until the next business day.

18.5. Non-Severability - Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of City and District. 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.

18.6. 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.

18.7. 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. City may not assign its rights or delegate its duties hereunder without the prior written consent of District, which consent shall not be unreasonably withheld. District may not assign its rights hereunder to any other person or entity, except to any of its subdistricts, without the prior written consent of City, which consent shall not be unreasonably withheld.

18.8. 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 Rio Grande County, State of Colorado.

18.9. 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.

18.10. Recording. District may record this Agreement or a Memorandum of this Agreement.

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

18.12. 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 cannot be construed against any Party on the basis of authorship.

18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party

has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

CITY OF MONTE VISTA

Gigi Dennis 3/14/2023

Gigi Dennis, City Manager Date

RIO GRANDE WATER CONSERVATION DISTRICT

Amber Pacheco 3/14/2023

Amber Pacheco, Deputy General Manager Date

COLORADO
Division of Water Resources
Department of Natural Resources

May 24, 2023

Mr. Jordan Dimick
SGM Inc.
555 RiverGate Lane, Suite B4-82
Durango, CO 81301

RE: City of Monte Vista Substitute Water Supply Plan Request
Sec. 36, T39N, R7E, N.M.P.M.
Water Division 3, Water District 20, Rio Grande County
SWSD ID 6235, Case No. 16CW3024

Approval Period: May 1, 2023 through April 30, 2024
Contact Information for Mr. Dimick: (970) 385-2340; JordanD@sgm-inc.com

Dear Mr. Dimick:

We have reviewed your letter dated March 15, 2023 in which you request approval of a substitute water supply plan ("SWSP") on behalf of the City of Monte Vista ("City" or "Applicant") pursuant to § 37-92-308(4), C.R.S. Notice was provided to the opposers in Case No. 16CW3024 on March 15, 2023. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10027896) has been received. This is the third year of approval of this SWSP.

SWSP OPERATION

The City is the owner of a number of municipal wells and will offset its injurious stream depletions for these Confined Aquifer Wells through its contract with Subdistrict No. 6. For the purpose of this SWSP application, the City is requesting to continue diverting from three Unconfined Aquifer wells, for irrigation use in the City's parks, landscaping and golf course (parklands). The City is requesting to replace the net stream depletions to the Rio Grande using 3.23 cfs of its 4.23 cfs interest in Priority Nos. 90 and 143 carried in the Anderson Ditch. The City is also proposing to lease 260 acre-feet of fully consumable Anderson Ditch water previously stored in Rio Grande Reservoir to the Rio Grande Water Conservation District for its subdistricts augmentation, replacement, remedy including by substitution an exchange, and for use as part of any of the RGWCD's or its Subdistricts Annual Replacement Plans.

Table 1 summarizes the City's underground water rights, including the Confined and the Unconfined Aquifer wells.

Table 1. Summary of Monte Vista's Underground Water Rights

Structure	Case Number	Diligence Decrees	Original Decree Date	Appropriation Date	Amount
Confined Aquifer Wells					
Well No. 1 (Batterson Well)	W-847	N/A	7/3/1975	09/30/1950	2.45 cfs absolute
Well No. 2 (Jackson Well)	W-847	N/A	7/3/1975	09/30/1950	4.01 cfs absolute
Well No. 3 (Broadway Well)	W-847	N/A	7/3/1975	04/30/1957	2.67 cfs absolute
Well No. 4 (Sherman Well)	W-847	N/A	7/3/1975	09/23/1968	5.12 cfs absolute
Well No. 8[1] (Prospect Well)	88CW13	N/A	4/24/1989	09/30/1950; 04/30/1957; & 09/23/1968	4.46 cfs absolute
Subtotal (absolute)					14.25 cfs
Unconfined Aquifer Wells					
Well No. 5 (Chapman Park Well)	W-847	N/A	7/3/1975	04/30/1965	1.34 cfs absolute
Well No. 6 (Ball Park Well)	W-847	N/A	7/3/1975	06/30/1949	0.423 cfs absolute
Well No. 7 (Golf Course Well)	W-847	N/A	7/3/1975	01/02/1954	4.23 cfs absolute
Subtotal (absolute)					5.993 cfs
Total (absolute)					**20.234 cfs**

Notes:
cfs = cubic feet per second
Footnotes:
1. Well 8 is decreed as an alternate point of diversion for Well Nos. 1, 2, 3, and 4 and is therefore not included in the Confined Aquifer Wells subtotal.

The City has entered into a contract with Subdistrict No. 2 (attached) to replace all depletions associated with the use of the Unconfined wells. The contract requires that the City will be responsible for all post-plan depletions as part of its plan for augmentation once the decree in Case No. 16CW3024 has been finalized.

In the approved SWSPs from 2021 and 2022, portions of the Anderson Ditch water right were approved for exchange/storage of historical consumptive use ("HCU") credits into the Rio Grande Reservoir, along with the associated dry-up of acreage. The City stored approximately 270.7 acre-feet of fully consumable water in the Rio Grande Reservoir under those SWSPs. Under this SWSP, the City proposes to make available 260 acre-feet of the stored water available to the Rio Grande Water Conservancy District for use under the RGWCD's Subdistricts' ARPs.

Upon entry of the Decree in Case No. 16CW3024, the City will exit the contract with Subdistrict No. 2 and will need to begin to replace its net stream depletions on impacted reaches of the Rio Grande River attributable to pumping of the Unconfined Aquifer wells, using the net consumptive use credits associated with the City's 3.23 cfs ownership in the Anderson Ditch, shown in attached Table 6. The City will use the changed Anderson Ditch water right by leaving the consumptive use credits in the Rio Grande for direct replacement or by exchange. The City intends to store the consumptive use credits in the Rio Grande Reservoir for subsequent release to the point of depletion on the Rio Grande.

DEPLETIONS

As described above, the City has entered into a contract with Subdistrict No. 2 to make replacements for the use of its unconfined aquifer wells, eliminating the need to make replacements for these depletions during the SWSP approval period. However, the City requests to change the water rights associated with 3.23 cfs in the Anderson Ditch and dry-up a portion of the Trosper Ranch and Valley Choice parcels (Figure 6) in order to store the consumptive use credits in the Rio Grande Reservoir for use upon entry of the decree in Case No. 16CW3024.

The consumptive use analysis performed by the applicant's engineer determined a maximum of 160.37 acre-feet per year of consumptive use credits and associated replacement requirements as outlined in Table 6. This analysis concludes that 1.63 acre-feet of consumptive use credit is attributed to each acre of dry-up achieved. The City will be permitted to exchange the consumptive use credit portion of its 3.23 cfs Anderson Ditch water right into Rio Grande Reservoir, pursuant to the conditions of approval of this SWSP, for subsequent use. The City is required to maintain the non-irrigation season return flows associated with the changed right. The City will use a portion of the HCU credits from the Anderson Ditch to replace the non-irrigation season return flow obligations, and to replace the post-pumping depletions resulting from unconfined well pumping in 2023.

The applicant's engineer, along with the Division 3 Staff, have confirmed that a total of 102.25 acres may potentially be dried-up during the SWSP approval period (Trosper Ranch and Valley Choice Parcels).

CONDITIONS OF APPROVAL

This SWSP is hereby approved pursuant to §37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of May 1, 2023 through April 30, 2024 unless otherwise revoked or superseded by decree. The initial date of approval for this SWSP was May 5, 2021. Pursuant to section 37-92-308(4)(b), C.R.S., “if an applicant requests a renewal of a plan that would extend the plan past three years from the initial date of approval, the applicant shall demonstrate to the state engineer that the delay in obtaining a water court decree is justifiable and that not being able to continue operating under a substitute water supply plan, until a decree is entered, will cause undue hardship to the applicant.” This information must be submitted with any SWSP request that seeks a plan approval period that would extend beyond May 5, 2024. Should an additional SWSP be requested, the provisions of § 37-92-308(4)(b), C.R.S., shall apply. Any request for an additional SWSP is subject to the provisions of §37-92-308(4), C.R.S., and the statutory fee of $300 will be required pursuant to §37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **February 1, 2024**.

2. The total exchange potential and consumptive use allowed for the City of Monte Vista’s 3.23 cfs portion of the Anderson Ditch allowed under this SWSP is limited to those credits accruing from dry-up, not to exceed 160.37 acre-feet during the term of this SWSP.

3. The consumptive use credits resulting from dry-up of a portion of the Anderson Ditch water right will be stored in the Rio Grande Reservoir. A portion of these credits may be used to replace the post-pumping depletions resulting from unconfined well pumping in 2022. A portion of these credits will be used to replace the non-irrigation season return flow obligations associated with the change of a portion of the Anderson Ditch water right as described herein. In addition, the 260 acre-feet of fully consumable water stored under previous SWSPs will be released to the Rio Grande Water Conservancy District for use in their Subdistricts' ARPs. No additional uses of the water are allowed unless an additional SWSP is approved.

4. Changes to water rights will be limited to the shares and lands identified in this approval. Changes to include additional shares for the ditch, or changes to include additional ditches will be allowed only if a new SWSP is approved for those additional shares/ditches and such additional water shares/ditches are identified in Case No. 16CW3024.

5. The Applicant must replace all return flows resulting from operations under this SWSP, including those return flows that are owed to the stream after the expiration date of this SWSP. When the exchange is operated, return flows shall be left in the Rio Grande at the Consolidated Slough headgate; the 25% ditch loss will be diverted at the Consolidated Slough headgate and subsequently diverted by the Anderson Ditch. Such return flows and transit losses must be included in the Applicant's accounting and projections. Until such time as a decree is granted in Case No. 16CW3024, the Applicant must maintain a valid SWSP approved under §37-92-308(4) until all lagged return flow obligations resulting from the change of water rights approved by this SWSP have been fully replaced in time, location, and amount.

6. The 260 acre-feet of fully consumable Anderson Ditch water previously stored in Rio Grande Reservoir can be leased to the Rio Grande Water Conservation District for its subdistricts augmentation, replacement, remedy (including by substitution an exchange), and for use as part of any of the RGWCD's or its Subdistricts Annual Replacement Plans.

7. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. In order to determine the post-pumping depletions resulting from unconfined well pumping in 2023, well pumping must be metered and the meters must 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.

8. Prior to the operation of any exchange, the Applicant is required to notify the water commissioner and obtain the water commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the water commissioner. The applicant is required to obtain the water commissioner's approval on a daily basis or other interval as required by the water commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

9. The Colorado Water Conservation Board (CWCB) has instream flow ("ISF") rights in the Rio Grande as shown in the table below. If the ISF is not satisfied, CWCB will call for the curtailment of the proposed exchange to the Rio Grande Reservoir.

Case Number	Stream	Upper Terminus	Lower Terminus	CFS Rate (Dates)	Approp. Date
83CW40 (Div. 3)	Rio Grande	confl Squaw Creek	confl Clear Creek	20 (10/1 - 4/30) 55 (5/1 - 9/30)	08/16/1982
83CW49 (Div. 3)	Rio Grande	confl Clear Creek	confl Trout Creek	45 (10/1 - 4/30) 90 (5/1 - 9/30)	08/16/1982
83CW39 (Div. 3)	Rio Grande	confl Trout Creek	confl Goose Creek	65 (10/1 - 4/30) 150 (5/1 - 9/30)	08/16/1982
83CW42 (Div. 3)	Rio Grande	confl Goose Creek	confl S Fork Rio Grande	80 (10/1 - 4/30) 160 (5/1 - 9/30)	08/16/1982

10. Approval of this SWSP is contingent on the dry up of up to 102.25 acres surrounding the City of Monte Vista, which are portions of the Applicant's property as shown on the attached Figure 4. The lands to be dried up shall be monumented by the Applicant to the satisfaction of the water commissioner. The Applicant is required to construct tail water and cutoff ditches on the boundaries of the parcel to be dried-up as necessary to ensure that irrigation water is not applied to the lands to be dried-up. Any perennial crop (e.g. alfalfa) that is left growing in the fields to be dried-up will decrease the dry-up credit given to the applicant.

11. The Applicant shall provide accounting on **a monthly basis**. The accounting must be submitted to the Division Engineer via the online submittal tool. Submission access was established under the previous SWSP approval, please contact Michelle Lanzoni at michelle.lanzoni@state.co.us with any questions related to accounting submission under this SWSP approval.. Accounting must be submitted within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.

12. The accounting provided shall include at a minimum the following:
    1. The amount in-priority of Monte Vista's Anderson Ditch water rights
    2. The amount of each water right bypassed at the Anderson Ditch headgate.
    3. The total amount of water delivered to the Rio Grande through the Consolidated Slough return channel.
    4. The portion of Monte Vista's Anderson Ditch water in the Consolidated Slough return channel.
    5. The amount of water diverted by the Anderson Ditch, including Monte Vista's portion to cover historical ditch losses.
    6. The farm headgate delivery amount, consumptive use credit, return flow obligations, and ditch losses associated with Monte Vista's changed Anderson Ditch water rights.

13. Regular communication with the Water Commissioner is required for the operation of this SWSP and may be required on a daily basis depending on river administration.

14. 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.

15. 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 permanent plan for augmentation (or change of water right), all use of water under this SWSP must cease immediately.
16. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to § 37-92-308(4), C.R.S., shall be to the Division 3 Water Judge within thirty days of the date of this decision and shall be consolidated with the application pending in Case No. 16CW3024.

Should you have any questions, please contact Melissa van der Poel of this office or Kevin Boyle in the Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Jeff Deatherage, P.E.
Water Supply Chief

Attachments: Figures: 1,4 & 6
Tables: 6
Participation Contract - Special Improvement District No. 2
Attachment D - Rio Grande Reservoir Storage Lease Agreement
Attachment E - Water Lease Agreement
Attachment F - Trosper Ranch Parcel Dry-up Covenant
Attachment F - Valley Choice Parcel Dry-up Covenant

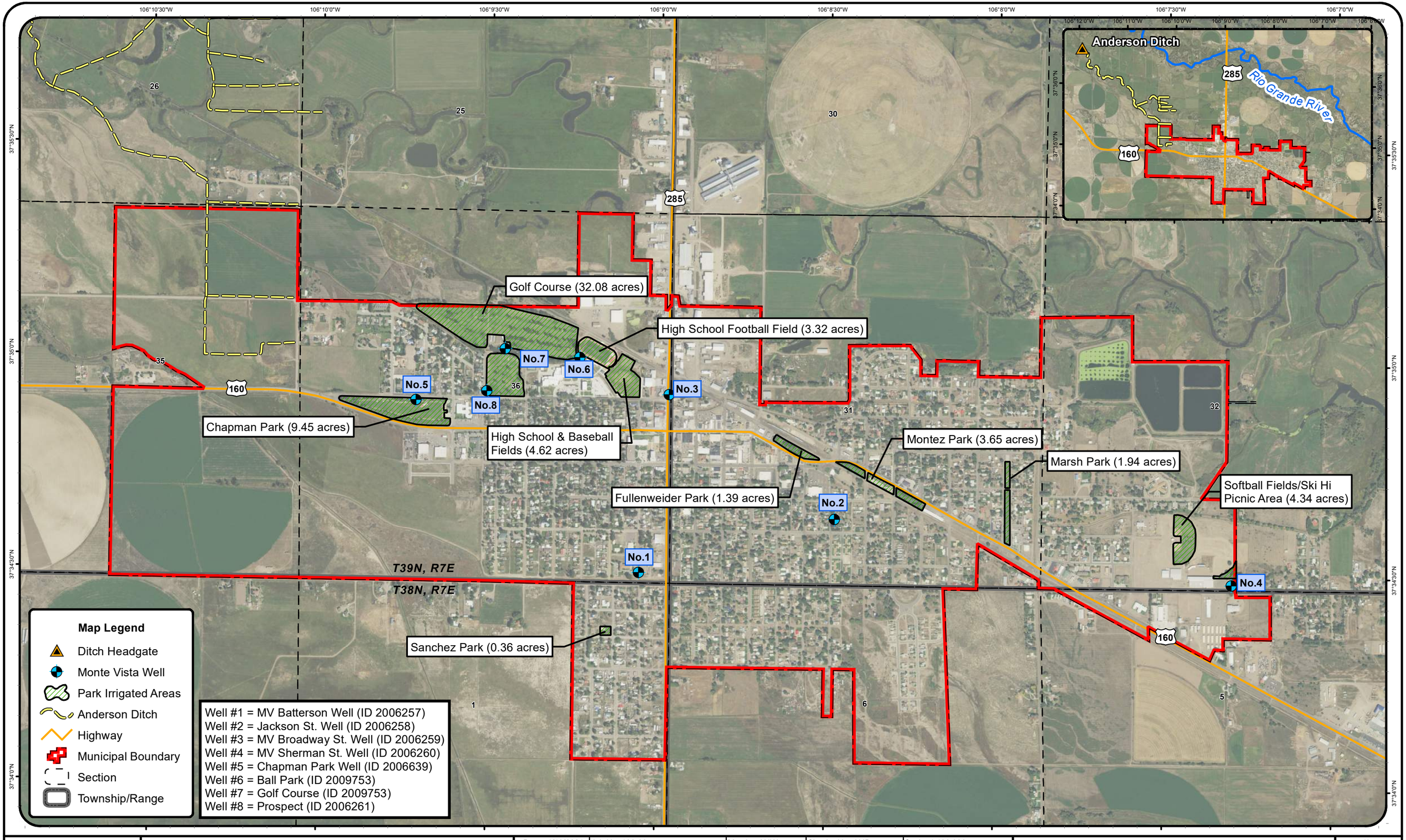
ec: Craig Cotten, Division 3 Engineer
Sam Riggenbach, District 20 Water Commissioner
Luis Heredia, District 20 Water Commissioner
Wayne Peck, District 20 Water Commissioner
Kevin Boyle, Division 3
Counsel of Record in Case No. 16CW3024

Table 6. Anderson Ditch Consumptive Use Analysis and Resulting Water Balance (values in AF)

Month	River Diversions	Farm Headgate Delivery	Potential Consumptive Use	Effect Precip	Net Potential Consumptive Use	Historical Consumptive Use	Average Estimated HCU per Acre	Reduction for Sub-Irrigation of Trosper Ranch Parcels	Resulting Historical Consumptive Use	Resulting Estimated HCU per Acre	Irrigation Return Flow					Net Depletions		Streamflow Return Requirement - Percent of Farm Headgate Delivery
											Historical Irrigation Return Flows	Surface Water Component (60%)	Unlagged Groundwater Component (40%)	Lagged Groundwater Obligations	Total Obligations	Total	Percent of Farm Headgate Diversion	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
January	-	-	-	-	-	-	-	-	-	-	-	-	-	13.72	13.72	(13.72)		
February	-	-	-	-	-	-	-	-	-	-	-	-	-	13.78	13.78	(13.78)		
March	-	-	-	-	-	-	-	-	-	-	-	-	-	13.70	13.70	(13.70)		
April	45.92	34.44	7.12	0.84	6.27	5.94	0.06	1.43	4.51	0.05	28.44	17.06	11.38	13.53	30.60	2.35	6.8%	93.2%
May	141.35	106.02	37.90	4.16	33.75	32.86	0.33	7.93	24.92	0.25	71.31	42.79	28.53	13.30	56.09	40.14	37.9%	62.1%
June	159.24	119.43	58.83	3.40	55.43	52.60	0.55	12.70	39.90	0.41	66.78	40.07	26.71	13.06	53.13	53.55	44.8%	55.2%
July	153.25	114.94	57.69	9.23	48.46	46.01	0.48	11.11	34.90	0.35	68.13	40.88	27.25	12.88	53.76	49.27	42.9%	57.1%
August	124.39	93.30	51.74	9.74	42.00	38.74	0.40	9.35	29.39	0.30	57.56	34.54	23.02	12.84	47.38	39.57	42.4%	57.6%
September	105.33	79.00	32.30	5.67	26.63	24.61	0.26	5.94	18.67	0.19	54.07	32.44	21.63	12.94	45.38	27.36	34.6%	65.4%
October	86.54	64.91	13.39	1.95	11.44	10.64	0.11	2.57	8.07	0.08	53.12	31.87	21.25	13.12	44.99	16.21	25.0%	75.0%
November	-	-	-	-	-	-	-	-	-	-	-	-	-	13.33	13.33	(13.33)		
December	-	-	-	-	-	-	-	-	-	-	-	-	-	13.55	13.55	(13.55)		
Annual	816.03	612.02	258.97	34.99	223.99	211.40	2.19	51.03	160.37	1.63	399.42	239.65	159.77	159.77	399.42	160.37		

Source:
Values generated using a Water Supply Limited Crop Consumptive Use by Structure Analysis in StateCU (Interface Version 7.0, FORTRAN Version 13.0)

Column Notes:
1) Pro-rata delivery of 3.23 cfs of Priority No. 90 and 143 in the Anderson Ditch used on the Trosper Ranch and Valley Choice Parcel for the period 1968-2010. Beginning in 2011, the pro-rata portion (63.3% or 1.73/2.73 cfs) was used for the Trosper Ranch Parcel and 1.5 cfs was used on the Valley Choice Parcel. Assumed farm headgate delivery from April 1 through October 31.
2) Analysis assumed 75% ditch efficiency.
3) Potential crop consumptive use as calculated by StateCU for 65.1 to 100.9 acres of grass pasture, potatoes, and alfalfa (see Table 12). Analysis used Upper Rio Grande Alt Calibrated Coefficients.
4) Effective precipitation Anderson Ditch Parcels based on the Monte Vista 2W NOAA Climate Stations. Analysis assumes that irrigated fields are located at an average elevation of 7670 ft asl.
5) Column 3 - Column 4.
6) Historical consumptive use for the Anderson Ditch Parcels. Assumed 60 percent irrigation efficiency and utilized an available water capacity of 0.121 in/in (ALAMOSA-LAJARA-VASTINE (CO409)). Analysis assumes 0% of soil moisture capacity initially filled.
7) Equals Column 6 / number of irrigated acres each month.
8) Equals Column 6 reduced for sub-irrigation based upon the 2009 study by Agro Engineering for the Trosper Ranch Parcels. Weighted average reduction was approximately 24.3%. Assumed simular sub-irrigation on the Valley Choice Parcels.
9) Equals Column 6 - Column 8
10) Equals Column 9 / number of irrigated acres each month.
11) Average monthly unconsumed water as calculated by StateCU
12) Equals Column 11 x 60%.
13) Equals Column 11 x 40%.
14) Equals Column 13 lagged using monthly lagged streamflow depletion factors calculated using IDS AWAS. Transmissivity of 66,690 gpd/ft, S = 25%. Trosper Ranch Parcel X = 7,714 feet. Valley Choice Parcel X = 7,059 feet.
15) Equals Column 12 + Column 14.
16) Equals Column 9 + Column 11 - Column 15. Accretions are positive and depletions are shown in red parentheses.
17) Equals positive values from Column 16 / Column 2.
18) Equals 1 - Column 17.



SGM
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Durango, CO 81301
970.385.2340
www.sgm-inc.com

Figure 1
Water Supply Map
City of Monte Vista

Date: 1/13/2021	Job No. 136-09	Map by: ANW	Checked by: NJD	Scale: 1:100,000

Data Sources: Aerial Photograph - Summer 2015, Roads - Colorado Department of Transportation, Township and Range - US Bureau of Land Management, Town Boundary - Department of Local Affairs, Irrigated Acreage - Davis Engineering Report 2006.

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig1-WtrSupply.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 1,200 2,400 Feet

1 inch = 1,200 feet

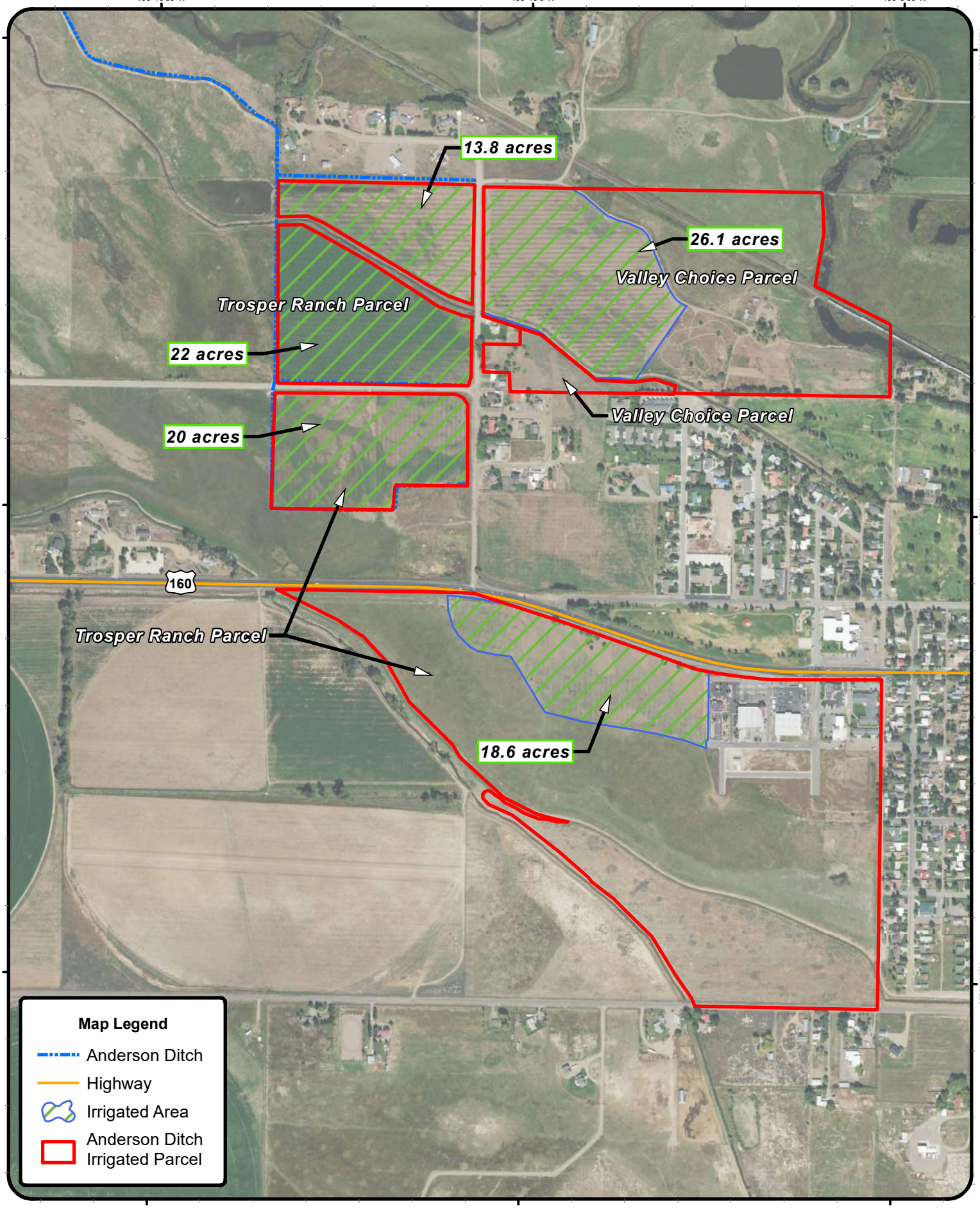

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Figure 4
Anderson Ditch
September 25, 2017
City of Monte Vista

Date: 1/28/2021	Job No. 136.09.06	Map by: ANW	NJD	Scale: 1:9,600

Data Sources: Rio Grande County Assessor, USDA - National Agriculture Imagery Program

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig4-Anderson_2017.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 800 Feet

1 inch = 800 feet

N

106°11'0"W

106°10'0"W

37°35'0"N

26

25

35

36

Anderson Ditch

Attachment D - Trosper Ranch
Parcel Dry-up Covenant

Attachment E - Valley Choice
Parcel Dry-up Covenant

Highway 160

Map Legend

- Anderson Ditch
- Attachment D - Trosper Ranch Dry-up Covenant
- Attachment E - Valley Choice Dry-up Covenant
- Trosper Ranch Parcels
- Valley Choice Parcels
- Rio Grande River
- Highway
- Section
- Township/Range

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Figure 6

Monte Vista Dry-Up Convenants

City of Monte Vista

Date: 1/28/2021	Job No. 136-09	Map by: ANW	Checked by: NJD	Scale: 1:6,000

Data Sources: CDOT, DWR, BLM, USDA NAIP 2017 Imagery

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig6.Dry-Up.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 500 1,000 1,500 Feet

1 inch = 500 feet

N

PARTICIPATION CONTRACT

SPECIAL IMPROVEMENT DISTRICT NO. 2 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

PURPOSE

THIS CONTRACT is entered into on this 26 day of February, 2021 by and between SPECIAL IMPROVEMENT DISTRICT NO. 2 of the RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE ("Subdistrict No. 2") and the CITY OF MONTE VISTA ("Monte Vista") (sometimes referred to herein jointly as the "Parties" or in the singular as "Party").

The purpose of this Contract is to allow Monte Vista to seek inclusion in the Annual Replacement Plan pursuant to the Plan of Water Management of Subdistrict No. 2 to remedy or replace Monte Vista's injurious depletions, if any, to the Rio Grande caused by groundwater withdrawals from certain groundwater wells owned by Monte Vista, in compliance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights ("Groundwater Rules"), as approved in Case No. 15CW3024, Water Division 3.

BACKGROUND INFORMATION

1. Relying upon the Rio Grande Decision Support System ("RGDSS") and its groundwater model, the State Engineer has determined that the withdrawal of groundwater by wells in Water Division 3 will cause injurious depletions to senior water rights if adequate remedies are not made.

2. Well owners and water users in the San Luis Valley, working in conjunction with the Rio Grande Water Conservation District, sought to form a Subdistrict of the Rio Grande Water Conservation District in order to provide a mechanism to finance the acquisition of replacement water or other remedies to ensure that injurious depletions to senior surface rights do not occur as a result of groundwater withdrawals from Subdistrict Wells.

3. Subdistrict No. 2 was duly formed and is operating under an approved Plan of Water Management effective August 9, 2018 ("POWM"). The POWM will be executed annually through an Annual Replacement Plan ("ARP")

submitted to and approved by the State Engineer. Among the provisions of the approved POWM is the opportunity for Subdistrict No. 2 to enter into contracts with non-subdistrict well owners to provide replacement supplies for those wells as part of an ARP.

4. Subdistrict No. 2 lands are only the lands within the exterior boundaries of the Subdistrict. Wells serving Subdistrict No. 2 lands are Subdistrict Wells. Other wells may only be included in an ARP if there is a contract that provides for inclusion.

5. In order to calculate the time, location, and amount of injurious depletions, the State Engineer, using the RGDSS Groundwater Model, has developed response function areas, including a response function area that encompasses the lands that comprise Subdistrict No. 2.

6. In the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, and attached hereto as **Exhibit 1**, the State Engineer agreed that pursuant to section 37-92-501(4)(b)(I), C.R.S. and Rule 5.12 of the Groundwater Rules, a well user may enter into contractual agreements with "water users, water user associations, water conservancy districts, ground water management subdistricts, and the Rio Grande Water Conservation District, ["Contracting Entities"] pursuant to which: [w]ater is added to the system to assist in meeting the Rio Grande compact delivery schedules or to replace depletions to stream flows resulting from the use of underground water; or . . . injury to senior surface water rights resulting from the use of underground water is remedied by means other than providing water to replace stream depletions." **Exhibit 1**, ¶ 5 (quoting §§ 37-92-501(4)(b)(I), -(I)(B), C.R.S.) The State Engineer also agreed that "[s]uch contractual agreements may be incorporated into Rule 6.1.1, 6.1.2, and 6.1.3 Plans and Annual Replacement Plans to meet the requirements of the Groundwater Rules in whole or in part." *Id.*

7. Also in the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, the State Engineer further agreed that Rule 6.1 Plans and Annual Replacement Plans "may include one or more contractual agreements pursuant to which one of the Contracting Entities assumes or assigns by contract some or all of the responsibility for replacing or Remedying the Injurious Stream Depletions which otherwise must be replaced or Remedied by another Contracting Entity for compliance with the [Groundwater Rules]. One Contracting Entity may also assume or assign by contract some or all of the responsibility incurred by another Contracting Entity to meet the requirements of Rule 8." *Id.* ¶ 6. The State Engineer also agreed that "Contracting Entities may use consolidated accounting to assign Injurious Stream Depletions

among the Contracting Entities for replacement or Remedy and to meet the Requirements of Rule 8 in their respective Rule 6.1 Plans and Annual Replacement Plans." *Id.*

8. The Board of Managers of Subdistrict No. 2 has determined that all wells within the Response Area encompassing Subdistrict No. 2 can fairly be included in an ARP in order to remedy their injurious depletions, if any.

9. This contract applies to three wells in the unconfined aquifer owned by Monte Vista and described below ("Monte Vista Unconfined Wells").

10. Subdistrict No. 2 desires to enter into this contract in order to assume responsibility for replacing and remedying injurious depletions accruing to the Rio Grande caused by the Monte Vista Unconfined Wells. Subdistrict No. 2 will offset its own calculated injurious depletions to the Rio Grande with the RGDSS-modeled point source return flows from the Monte Vista Unconfined Wells that accrue to the Rio Grande. The RGDSS-modeled return flows from the Monte Vista Unconfined Wells are altogether separate from its confined aquifer wells used for its treated municipal supply. Monte Vista's entire confined aquifer wells and resulting return flows are the subject of a separate contract between Monte Vista and Subdistrict No. 6.

11. Monte Vista desires to enter into this contract in order to assign Monte Vista's responsibility for replacing injurious depletions on the Rio Grande to Subdistrict No. 2.

Accordingly, the parties agree as follows:

SPECIFIC CONTRACT CONDITIONS

12. This Contract will begin operating under Subdistrict No. 2's 2021 ARP, and will remain in effect for five additional ARP years, until April 30, 2025. This Contract will automatically renew for subsequent five year terms if all of the conditions herein contained are continuously met. If a party wishes to terminate the Contract, the terminating party will provide written notice of termination to the other party at least two years prior to the date of the next five-year renewal term.

13. Monte Vista provides the following information concerning its wells:

    13.1 Owner's name: City of Monte Vista

    13.2 Well permit numbers:

        13.2.1 Well 5: 9347-F

13.2.2 Well 6: N/A

13.2.3 Well 7: N/A

13.3 Well water right decree number (if applicable): W-847 for all three wells.

13.4 Water District Identification Number, WDID:

13.4.1 Well 5: 2006639

13.4.2 Well 6: 2009752

13.4.3 Well 7: 2009753

13.5 Designated beneficial use:

13.5.1 Well 5: Domestic and municipal

13.5.2 Well 6: Irrigation

13.5.3 Well 7: Irrigation

13.6 Decreed withdrawal capacity:

13.6.1 Well 5: 600 gpm, being 1.34 cfs and 2.68 acre-feet in 24 hours

13.6.2 Well 6: 190 gpm, being 0.423 cfs and 0.846 acre-feet in 24 hours

13.6.3 Well 7: 1,900 gpm, being 4.23 cfs and 8.46 acre-feet in 24 hours

13.7 Well locations:

13.7.1 Well 5: NE1/4, SW1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 2,575 feet from the South Section line and 1,550 feet from the West Section line, in Rio Grande County, Colorado.

13.7.2 Well 6: SE1/4, NW1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 1,575 feet from the North Section line and 1,700 feet from the West Section line, in Rio Grande County, Colorado

13.7.3 Well 7: SW1/4, NE1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 2,575 feet from the North Section

line and 2,420 feet from the East Section line, in Rio Grande County, Colorado.

13.8 Description of place of use: City of Monte Vista service area

13.9 Description of period of use (year-round, or if seasonal, the specific months of use): seasonal irrigation (April through October).

14. The parties hereby agree that in consideration for Subdistrict No. 2 replacing or remedying injurious depletions of the Monte Vista Unconfined Wells, Monte Vista will offset Subdistrict No. 2's calculated injurious depletions to the Rio Grande with any RGDSS modeled point flow returns that accrue from the Monte Vista Unconfined Wells to the Rio Grande.

15. Monte Vista's Further Commitments:

15.1 Monte Vista shall, if required by Subdistrict No. 2, submit well meter readings to Subdistrict No. 2 in the manner specified by Subdistrict No. 2 from time to time but in any event no later than December 31 of every year, or by such date as determined by the Board of Managers, this Contract is in force and effect, and to supplement or correct any submitted data as requested by Subdistrict No. 2.

15.2 Monte Vista and Subdistrict No. 2 acknowledge and agree that well depletions from the use of the Monte Vista Unconfined Wells will continue to create depletions for up to 7 years after groundwater withdrawal occurs, and that Subdistrict No. 2 will replace such delayed injurious depletions. Monte Vista will be responsible for all post-plan depletions as part of its plan for augmentation after such decree becomes a final, non-appealable decree of the court.

15.3 Monte Vista recognizes that Subdistrict No. 2 will use its best efforts in acquiring replacement water supplies or other remedies sufficient to permit the use of the Monte Vista Unconfined Wells in the same manner as all other Subdistrict No. 2 wells, but also recognizes that Subdistrict No. 2 cannot guarantee that adequate replacement supplies will be available in any given year, which may result in restrictions on groundwater withdrawals by the Division Engineer in any particular year. Monte Vista hereby waives any claims against Subdistrict No. 2 and its Board of Managers if sufficient replacement water or remedies cannot be obtained.

15.4 Monte Vista agrees that it has reviewed and understands the POWM and its appendices, as well as the Rules and Regulations of

Subdistrict No. 2. Monte Vista agrees to fully comply with the POWM and its appendices, the ARP, and all rules and regulations duly promulgated by the Board of Managers of Subdistrict No. 2, and furthermore agrees not to challenge the same.

16. Subdistrict No. 2 Obligations:

16.1 Subdistrict No. 2 shall use its best efforts in securing replacement supplies or other remedies sufficient to provide replacement for injurious depletions caused by the Monte Vista Unconfined Wells during every year in which this Contract is in force and effect. Subdistrict No. 2 shall treat the Monte Vista Unconfined Wells the same as other Subdistrict No. 2 wells for this purpose, and shall promptly notify Monte Vista in the event that Subdistrict No. 2 is unable to acquire sufficient supplies or other remedies in any year.

16.2 Subdistrict No. 2 shall cover injurious depletions to the Rio Grande calculated as accruing from the operation of the Monte Vista Unconfined Wells in the current year and the delayed depletions accruing in the subsequent 7 years. Monte Vista will be responsible for all post-plan depletions as part of its plan for augmentation after such decree becomes a final, non-appealable decree of the court.

16.4 Subdistrict No. 2 shall undertake all legal and engineering work necessary to ensure that the POWM and ARP receive full and fair consideration by the State Engineer and to seek to have the ARP approved annually by the State Engineer for the Monte Vista Unconfined Wells and all other wells covered by the POWM and ARP.

GENERAL CONDITIONS

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

If to Monte Vista:

City Manager
95 W 1st Avenue
Monte Vista, CO 81144

With copy to:
Berg Hill Greenleaf Ruscitti LLP
1712 Pearl St.
Boulder, CO 80302

If to Subdistrict No. 2:

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

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

18. **Assignment.** This Contract may not be assigned by any Party without the prior written consent of each of the other Parties. Any attempted assignment in violation of this provision shall be void.

19. **No Costs or Attorneys' Fees.** In the event of any litigation or other dispute resolution process arising out of this Contract, the Parties agree that each shall be responsible for its own costs and attorney's or other fees associated with any such action.

20. **Entire Agreement; Amendments.** This Contract (together with any exhibits hereto, which constitute parts of this Contract and which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among all of the Parties or their respective agents or representatives relating to the subject hereof are merged into this Contract. This Contract may be altered, amended, or revoked only by an instrument in writing signed by all of the Parties. Email and all other electronic (including voice) communications from any Party in connection with this Contract are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

21. **Applicable Law.** This Contract shall be governed by and construed according to Colorado law.

22. **Waiver.** The failure of one of the Parties to insist upon the strict performance of any provision of this Contract or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Contract or limit that Party's, or any other Parties',

right thereafter to any provision or to exercise any right.

23. **Captions**. All captions contained in this Contract are for convenience only and shall not be deemed to be part of this Contract.

24. **Counterparts**. This Contract may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

25. **Parties Bound by Agreement**. This Contract is binding upon the Parties hereto and upon their respective, legal representatives and successors.

26. **Construction**. All section, paragraph, and exhibit references used in this Contract are references to this Contract unless otherwise specified.

27. **Authorizations**. The governing bodies of each of the Parties have authorized by resolution the execution of this Contract.

28. **No Third Party Beneficiaries**. This Contract is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

29. **Force Majeure**. Subject to the terms and conditions in this paragraph, no party to this Contract shall be liable for any delay or failure to perform under this Contract due solely to conditions or events of force majeure, specifically (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonable prevented, (e) terrorism, (f) war, (g) riots, (h) pandemics, epidemics, or quarantines (either global, national, or local), or (i) governmental moratoriums, restrictions, or prohibitions, provided that: (A) the non-performing Party gives the other Parties prompt written notice describing the particulars of the occurrence of the force majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the actions taken to remedy the consequences of the force majeure event or condition. In the event of a change in municipal (or other local governmental entity), state, or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Contract in a manner consistent with the change that provides the Parties substantially the same benefits as this

Contract, provided, however, that no such reformation shall increase the obligations of any of the Parties. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than 365 days from its occurrence or inception as noticed pursuant to this Contract, all of the Parties not claiming force majeure may, at any time following the end of such one year period, terminate this Contract upon written notice to the Party claiming force majeure, without further obligation by any of the Parties; provided, however, that any such decision to terminate this Contract shall not be effective unless agreed to by all of the Parties not claiming force majeure.

30. **Non-Business Days**. If any date for any action under this Contract falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Federal Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

31. **Joint Draft**. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, drafted this Contract jointly.

32. **Non-Severability**. Each paragraph of this Contract is intertwined with the others and is not severable unless by mutual consent of the Parties.

33. **Effect of Invalidity**. If any portion of this Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

Attachment C - Monte Vista's Contract with Subdistrict No. 2

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

SPECIAL IMPROVEMENT DISTRICT NO. 2 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: Amber Pacheco

Name: Amber Pacheco

Title: Program Manager

ATTEST:

Name:

Title:

CITY OF MONTE VISTA, COLORADO

By: [illegible]

Name: Forrest H. Newberg

Title: City Manager

ATTEST:

Name: Unit Vance

Title: City Clerk

Attachment D - Rio Grande Reservoir Storage Lease Agreement

STORAGE LEASE AGREEMENT
BETWEEN THE SAN LUIS VALLEY IRRIGATION DISTRICT
AND
THE CITY OF MONTE VISTA, COLORADO

THIS LEASE AGREEMENT, entered into on this 8th day of September, 2010 between the CITY OF MONTE VISTA, COLORADO, whose address is 4 Chico Camino, Monte Vista, Colorado 81144, hereinafter referred to as "Monte Vista," and the SAN LUIS VALLEY IRRIGATION DISTRICT, whose address is P.O. Box 637, Center, Colorado 81125, hereinafter referred to as the "Irrigation District" (collectively referred to herein as the "Parties").

RECITALS

A. The Irrigation District is a Colorado Irrigation District organized and existing under and pursuant to the Irrigation District Law of 1905, Article 41 of Title 37 C.R.S.

B. Monte Vista is a Home Rule City of the State of Colorado organized and existing under and pursuant to Article XX of the Colorado Constitution.

C. Monte Vista is developing an augmentation plan to provide augmentation water necessary to assure its ability to provide municipal water to its residents and others.

D. Monte Vista may use various water rights in its augmentation plan ("Subject Water Rights"), including, but not limited to:

1. Anderson Ditch;
2. Ben Ogle Ditch;
3. McDonald Ditch;
4. Lariat Ditch; and
5. Williams Creek Squaw Pass Ditch.

E. The parties wish to facilitate implementation of Monte Vista's augmentation plan by providing storage space in Rio Grande Reservoir for the Subject Water Rights. The parties acknowledge that some of the Subject Water Rights can be stored in Rio Grande Reservoir only by exchange.

F. The Irrigation District owns Rio Grande Reservoir located on the headwaters of the Rio Grande in Hinsdale County, Colorado, and owns water right priorities to store water therein.

G. This Lease will provide Monte Vista with firm storage space to facilitate operation of its augmentation plan, and provides the Irrigation District with funds to operate, maintain, repair and rehabilitate Rio Grande Reservoir to assure that it remains a safe and fully functioning dam and outlet works.

H. The Irrigation District is authorized to enter this Lease pursuant to C.R.S. § 37-41-156.

I. Monte Vista is authorized to enter this Lease pursuant to Article I, Section 2 of its Home Rule Charter.

DEFINITION OF TERMS

"Operation And Maintenance Costs" shall mean those costs incurred to operate and maintain Rio Grande Reservoir, including any administrative, overhead, or general expenses incurred by the Irrigation District, either directly or indirectly, in the operation and maintenance of Rio Grande Reservoir and in the administration of this contract.

"Rehabilitation Project" means the Rehabilitation Project or any portion of that Project, as described in the "Rio Grande Reservoir Multi-Use Rehabilitation and Enlargement Study – Phase II," prepared by CDM (the "Rehabilitation Study").

"Lease Execution Date" means the date this Lease Agreement is entered as set forth above.

"Firm Storage" means water stored in Rio Grande Reservoir that cannot be spilled or evacuated from the Reservoir, except as provided for in this Lease. Water stored by the Irrigation District pursuant to its water rights is considered "firm storage."

"Pro-rata Share" means Monte Vista's acre-feet of leased storage capacity divided by 51,113 acre-feet, the actual storage capacity of the Rio Grande Reservoir, or the restricted storage capacity of the Reservoir, whichever is less.

AGREEMENT

NOW THEREFORE, for and in consideration of the following covenants, terms and conditions, and in full consideration of other conditions as hereinafter set forth, it is hereby agreed by and between Monte Vista and the Irrigation District as follows:

1. Leased Capacity: The Irrigation District agrees to lease to Monte Vista up to a total of two hundred and forty (240) acre-feet of firm storage capacity in Rio Grande Reservoir. Monte Vista may use its firm storage capacity to store the Subject Water Rights for any decreed purpose or as approved by the State or Division Engineer. Monte Vista may carryover any water stored to subsequent water years, if legally permitted to do so, provided such carryover storage shall be counted against Monte Vista's leased firm storage capacity.

2. Lease Period: This Lease shall be for thirty (30) years, which period shall commence on the Lease Execution Date.

3. Payment: Monte Vista shall pay the Irrigation District for the Leased Capacity as follows:

a. [redacted] payable within 10 days following receipt of funds from the Colorado Water Conservation Board Construction Fund Loan.

b. [redacted] for [redacted] hundred and eighty (180) acre-feet of firm storage capacity payable within 10 days following receipt of funds from the Colorado Water Conservation Board Loan Fund and the earlier of:

i. The effective date of the proposed "Rules Governing the Withdrawal of Ground Water in Water Division No. 3;"
ii. Four (4) years from the effective date of the contract between Monte Vista and the CWCB; or
iii. Sixty (60) days following receipt of written notice from the Irrigation District of its needs for such funds to pay for the Rehabilitation Project, or some portion thereof.

c, The payment required under subparagraph 3.b (i) - (iii) above, shall be paid by Monte Vista to the Irrigation District in full regardless of whether Monte Vista's estimate of the firm storage capacity it requires is reduced between the Lease Execution Date and the date it is required to purchase its firm storage capacity pursuant to that subparagraph.

d. At the option of Monte Vista, [redacted] per acre foot for up to an additional sixty (60) acre-feet of firm storage capacity. This option shall expire three (3) years after payment by Monte Vista to the Irrigation District under subparagraph 3.b. immediately above.

4. Operation, Maintenance and Repair:

a. The Lease Payment shall include Monte Vista's share of all Rio Grande Reservoir annual Operation and Maintenance Costs for five (5) years following the payment described in paragraph 3.b above. Thereafter, Monte Vista shall pay the Irrigation District its pro-rata share of all annual Operation and Maintenance Costs necessary to maintain Rio Grande Reservoir for the preceding twelve months.

b. The Irrigation District shall provide Monte Vista an invoice for its pro-rata share of the annual Operation and Maintenance Costs no later than the 31st day of October of each year, which amount shall be paid by Monte Vista within 30 days of the date of the invoice.

c. The Irrigation District shall be responsible for and furnish all personnel necessary for the annual operation and maintenance of Rio Grande Reservoir,

including, but not limited to, reading and operating gauges, valves, and gates, maintenance of District property including the caretaker's house, and normal preventative maintenance.

5. Storage and Release of Subject Water Rights: The Irrigation District shall be responsible for all aspects of the operation of Rio Grande Reservoir. Monte Vista shall provide the Irrigation District a proposed monthly release schedule on or before April 1st of each year. The Irrigation District will attempt to store and release the Subject Water Rights as directed by Monte Vista, provided however, that storage, release, and spill of the Subject Water Rights is subject to the terms and conditions of this Lease and the direction of the Division Engineer. The Irrigation District cannot guarantee, but shall make its best efforts to assure that storage or release of the Subject Water Rights is accomplished at the rates of flow requested. Monte Vista shall have a right proportionate to its share of the firm storage capacity to use the Reservoir's inflow and outlet facilities and capacities. The Irrigation District maintains and reserves the right to operate the Reservoir, store, release, or spill water therefrom at such times and in such manner as is required by the State or Division Engineer or as reasonably determined by the District for safe reservoir operation.

6. Augmentation Plan.

a. Monte Vista agrees to keep the Irrigation District fully advised in the adjudication of Monte Vista's augmentation plan and changes of water rights which involve Monte Vista's storage of water in Rio Grande Reservoir, including providing the District with all engineering reports provided to any party, and proposed decrees and stipulations prior to filing with the court.

b. The Irrigation District agrees that it will cooperate with Monte Vista to address any concerns or issues raised by objectors regarding the use of Rio Grande Reservoir in the water court, administrative or other proceedings for approval of the modifications to the Subject Water Rights necessary to obtain Monte Vista's augmentation plan, which may include appropriative rights of exchange, or any applications for substitute water supply plans, interruptible water supply agreements, or other water court or administrative applications involving the Subject Water Rights prior to obtaining an augmentation plan. The Irrigation District further agrees that it will not oppose Monte Vista's applications in water court, administrative or other proceedings pertaining to Monte Vista's augmentation plan unless it has first consulted in good faith with Monte Vista for the purpose of determining whether there are means by which the filing of any such opposition can be avoided. Monte Vista agrees that it will not oppose and will consent to the Irrigation District's intervention in any water court, administrative or other proceeding relating to Monte Vista's augmentation plan following good faith consultation between the District and Monte Vista.

c. The Irrigation District is a member of the Rio Grande Water Users Association (the "Association"). Nothing in this Lease, including this paragraph 6, shall

restrict in any manner or circumstance any opposition, objections or other actions taken by the Association with respect to any proceeding initiated by Monte Vista.

7. Hold Order or Other Storage Capacity Restriction: If Rio Grande Reservoir's storage capacity is subject to a lawful hold order or is otherwise limited to less than 51,113 acre-feet, the Irrigation District shall stop storing all non-firm water. Monte Vista shall be entitled to use its pro-rata share of the total reduced storage capacity in the Reservoir. The provisions of paragraph 5 of this Lease shall apply to the reduced storage capacity during the period the storage capacity is limited. When all or a portion of the Reservoir's storage capacity is restored, Monte Vista's pro-rata share shall also be restored. Under no circumstances shall Monte Vista be entitled to any refund of any Lease Payment previously paid to the Irrigation District.

8. Emergency Release: If the Irrigation District is required to release water from Rio Grande Reservoir because of an emergency or order of the State or Division Engineer, it will cooperate with Monte Vista and the Division Engineer to plan the release of Monte Vista's stored water in a manner that the Division Engineer agrees will meet Monte Vista's augmentation requirements or other decreed purposes, and then take the following steps:

First: It will release all non-Irrigation District spillable water;

Second: It will release all Irrigation District water that it can legally divert at the Farmers Union Canal headgate or some other location agreed to by the State or Division Engineer;

Third: It will endeavor to exchange stored water to Santa Maria and/or Continental Reservoirs. Any stored water so exchanged will be divided pro-rata between the Irrigation District, Monte Vista, and any other entity with firm storage in Rio Grande Reservoir; and,

Fourth: It will release pro-rata the water stored by the Irrigation District, Monte Vista, and any other entity with water in firm storage in Rio Grande Reservoir.

9. Enlargement: If Rio Grande Reservoir is enlarged and its current storage capacity of 51,113 acre-feet is increased, Monte Vista's pro-rata share used to calculate its share of Reservoir costs and expenses as set forth in this Lease shall be recalculated. Monte Vista shall have the option to obtain additional storage capacity in an enlargement subject to agreement with the Irrigation District.

10. Potential Reservoir Rehabilitation: The Irrigation District is seeking funding for rehabilitating the dam, outlet works, and spillway at Rio Grande Reservoir. To the extent the Rehabilitation Project or a portion of that Project as described in the Rehabilitation Study is funded and is constructed during the Lease term, Monte Vista shall not be charged or assessed any costs or expenses related to the construction of that Project.

11. Seepage and Evaporation: Monte Vista agrees to a proportionate allocation of the loss of water for seepage and evaporation of water stored in Rio Grande Reservoir. Evaporation loses shall be assessed as determined by the Division Engineer, if such evaporation losses are assessed to Rio Grande Reservoir. If the seepage can be measured, subject to the agreement of the Division Engineer and, if required by the Water Court, Monte Vista may account for the seepage to meet its augmentation requirements and the amount of seepage accounted for in this manner will be deducted from Monte Vista's stored water.

12. Assignment: The right to use storage capacity in Rio Grande Reservoir as provided for in this Lease shall not be separately assigned or sublet by Monte Vista to any other person, firm, or organization unless agreed to in writing by the Irrigation District, which agreement shall not be unreasonably withheld.

13. Accounting: The Irrigation District, after consultation with Monte Vista, shall implement and utilize such reservoir accounting procedures to effectuate this Lease as may reasonably be required by the Division Engineer.

14. No Abandonment: By entering this Lease and storing the Subject Water Rights, the Irrigation District does not and does not intend to abandon, relinquish, or forfeit any amount of water associated with its water rights decreed for storage in Rio Grande Reservoir.

15. Legal Right to Store: Monte Vista is solely responsible for assuring that the Subject Water Rights may be legally stored in Rio Grande Reservoir and can be used for the purposes designated by Monte Vista upon release from the Reservoir.

16. Delivery: Monte Vista shall take delivery of any Subject Water Rights stored in Rio Grande Reservoir at the point the Reservoir outlet works discharge into the Rio Grande. The Irrigation District shall have no obligation or responsibility for delivery of the Subject Water Rights stored in Rio Grande Reservoir downstream of the Reservoir's outlet works.

17. Water Quality: The Irrigation District provides no warranty but shall make reasonable efforts to operate Rio Grande Reservoir in a manner that does not impair the quality of the water stored in the Reservoir, including water stored by Monte Vista.

18. Waiver: Monte Vista waives any loss or claim of loss against the Irrigation District, its employees and agents, for the Irrigation District's operation of Rio Grande Reservoir.

19. Indemnification: To the extent authorized by law, Monte Vista shall indemnify, save, and hold harmless the Irrigation District, its employees and agents, against any and all claims, damages (including, but not limited to, state owned natural resources), liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by the Irrigation District, or its employees, agents, subcontractors, or assignees in the operation of Rio Grande Reservoir pursuant to the terms of this Lease.

20. Use of the Reservoir for Recreational Purposes: Notwithstanding any other provision of this Lease to the contrary, none of the Lease's terms or condition shall be construed or interpreted as a waiver, either expressed or implied, of the limitations on the Irrigation District's potential liability that may arise from use of its property by members of the public for public recreational purposes under the provisions of Article 41 of Title 33, C.R.S., as amended or as it may be amended.

21. TABOR. This agreement is subject to annual appropriation of funds for each and every year of the Lease, and nothing herein contained shall be construed in a manner to violate Article 10, Section 20 (TABOR) of the Colorado Constitution.

22. Governmental Immunity: Notwithstanding any other provision of this Lease to the contrary, none of the Lease's terms or conditions shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protections provided to Monte Vista or the Irrigation District under the Colorado Governmental Immunities Act, 24-10-101, *et seq.* C.R.S., as amended or as it may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted).

23. Option to Renew: Monte Vista shall have the right to renew this Lease for additional terms of thirty (30) years for thirty-five hundred dollars ($3,500) per acre-foot, adjusted by the change in Bureau of Labor Statistics' Consumer Price Index (CPI) CPI-U (CPI for all urban consumers, U.S. city average, all items) from the date of this Storage Lease Agreement to the effective date of such renewal.

24. Termination: Monte Vista may terminate this Lease on sixty (60) days written notice at any time after it has paid the Irrigation District for up to one hundred eighty (180) acre-feet of firm storage capacity pursuant to paragraph 3.b. above. If Monte Vista exercises its right to terminate under this paragraph, the Irrigation District shall have no obligation to return any funds previously paid by Monte Vista to the District.

25. Default: If Monte Vista defaults in the performance of any of its obligations under this Lease, then (a) the Irrigation District will give Monte Vista written notice of the default; and (b) Monte Vista will have thirty (30) days thereafter to cure the default unless cure of the default will reasonably require more than thirty (30) days, in which case Monte Vista will have thirty (30) days to undertake substantial action to cure the default and thereafter diligently complete the curative actions. If Monte Vista fails to cure the default, then the Irrigation District, in addition to any other remedies that may be available at law or in equity, will have the right to terminate this Lease by written notice to Monte Vista.

26. Dispute Resolution: The parties agree that should any dispute arise under this Lease, they will submit such dispute to non-binding mediation prior to seeking to enforce such Agreement in court. If the Parties litigate any provision of this Agreement for a breach or default under this Lease, the non-prevailing Party will pay to the prevailing Party all reasonable costs and expenses, including but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing Party in preparation for and at trial, and on any appeal.

27. Force Majeure: If at any time, the Irrigation District is unable to provide storage or release of water at Rio Grande Reservoir pursuant to this Lease, by reason of an act of God or other forces beyond the District's control, state law, rule or order, then for the period of time storage cannot be provided, this Lease shall be held in abeyance and be of no force or effect.

28. Reservoir not a Public Water System: The Parties agree that by providing Monte Vista firm storage capacity in Rio Grande Reservoir, the Irrigation District is neither operating nor including the Reservoir in a "public water system," a community water system," or a "non-community water system" as those terms are defined in the Safe Drinking Water Act, 42 U.S.C. §§ 300f – 300j-26, that the District is not a provider of drinking water within the meaning of the Safe Water Drinking Act, and that the District has no responsibilities to Monte Vista or its citizens under the Safe Water Drinking Act. The Parties further agree that the Irrigation District has no obligation to Monte Vista or its citizens under the Colorado Drinking Water Quality statute, C.R.S. § 25-1-107(x), or under the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1.

29. Authority: Each Party hereby warrants and represents that it has the full right and lawful authority to enter into this Lease and has taken all actions required to make this Lease binding on the Party.

30. Notices: Any notice, demand, or election under this Lease must be in writing and must be given in person or mailed by registered or certified mail, addressed as follows:

If to the Irrigation District:

San Luis Valley Irrigation District
Attention: Superintendent
296 Miles Street
PO Box 637
Center, Colorado 81125

If to Monte Vista:

City of Monte Vista
Attention: City Manager
4 Chico Camino
Monte Vista, Colorado 81144-1016

31. Recording: This Lease shall be recorded by Monte Vista in the real property records of Rio Grande and Hinsdale Counties.

32. Modification: This Lease may be modified as necessary by mutual consent of both parties as set forth in a signed and dated written amendment. Each party assumes all risks, liabilities, and consequences of performing work outside the specified scope of this Lease without a prior approved amendment. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter of this Lease. No representations, warranties, or agreements have been made by the Irrigation District or Monte Vista to one another with respect to this Lease except those contained herein.

33. No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Lease shall give or allow any such claim or right of action by any other third party on such Lease. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

34. Assignment: No Party may assign this Lease, parts hereof, nor its rights hereunder without the express written consent of the other Party.

35. Strict Observation of Terms: The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease shall not be considered as a waiver or relinquishment in any future case of any of the terms of this Lease.

36. Binding Effect: This Lease shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

37. Unenforceable Provisions: If any provision of this Lease is determined to be unenforceable or invalid, then such provision of the Agreement shall be unenforceable and invalid, and the remainder of this Lease shall remain in full force and effect to the extent practicable unless both Parties agree otherwise.

38. Captions: The captions of this Lease are for convenience of reference only, are not part of this Lease, and do not define or limit any of the terms of this Lease.

Unless the context clearly requires otherwise, the singular includes the plural, and vice versa.

39. Legal Counsel: Each Party to this Lease has engaged legal counsel to negotiate, draft, and/or review this Lease. Therefore, in the construction and interpretation of this Lease, the Parties agree that it will not be construed against either Party on the basis of authorship.

40. Governing Law: This Lease is governed by the laws of the State of Colorado in all respects including matters of validity, construction, performance, and enforcement. Venue for any action arising out of this Lease is proper only in the District Court of Saguache County, State of Colorado.

[The rest of this page intentionally blank.]

The Parties have signed this Lease effective on the date stated at the beginning of this Lease.

SAN LUIS VALLEY IRRIGATION DISTRICT

By: Randall Palmgren
Randall Palmgren, President

THE CITY OF MONTE VISTA

By: Jose "Art" Medina
Jose "Art" Medina, Mayor

STATE OF COLORADO)
) ss
COUNTY OF Saguache)

The foregoing instrument was subscribed and sworn before me this 8th day of ~~July,~~ September 2010, by Randall Palmgren as President of the Board of Directors of the San Luis Valley Irrigation District.

Witness my hand and official seal.

My commission expires: 6/20/2012

Amy S. Mar
Notary

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed and sworn before me this 9th day of September 2010, by Jose "Art" Medina as Mayor of the City of Monte Vista.

Witness my hand and official seal.

My commission expires: 4-27-11

Rhonda Valdez
Notary

STATE OF COLORADO
NOTARY PUBLIC
RHONDA VALDEZ

Attachment E - Trosper Ranch Parcel Dry-up Covenant

Instrument Book Page
201007 1057 OR 551 1020

201000410057
Filed for Record in
RIO GRANDE
SANDRA J JACKSON, RECORDER
11-01-2010 At 02:40 pm.
DRY-UP CVNT 21.00
OR Book 551 Page 1020 - 1022

DRY-UP COVENANT

THIS COVENANT, is made and entered into this 27TH day of October, 2010, by and between Sun Peaks Land Co., LLC, a Colorado Limited Liability Company ("Grantor"), whose address is 46920 C.R.E, Center, Colorado, 81125, and the City of Monte Vista, Colorado, a Colorado Municipal Corporation ("City" or "Grantee").

GRANTOR COVENANTS permanently to cease all agricultural irrigation of, and permanently remove from irrigation, the lands historically irrigated by the Anderson Ditch water rights conveyed to City without the express written permission of the City, except, however, that the lands may continue to be irrigated with water provided from a source other than that conveyed to Grantee to the extent allowed by law and not inconsistent with any other provision set forth herein. Such lands are described on Exhibit A attached hereto. Grantor further covenants to do any work to comply with the terms of any order or decree of the District Court, Water Division No. 3, State of Colorado, including, but not by way of limitation, any provisions concerning monumenting or other means of designating the lands or otherwise providing for enforcement of, or prohibiting irrigation of the lands above-referenced, including modification or elimination of structures for irrigation of such lands. Any expense associated with such required modification or elimination of structures will be borne by Grantee. Any court-imposed revegetation obligations shall be the sole responsibility of the Grantor.. The Covenant shall forever burden the land described in Exhibit A, and shall forever be enforceable against and be binding upon Grantor and Grantor's heirs, agents, successors, and assigns, for the benefit of Grantee and Grantee's agents, successors, and assigns, as the owner of the water rights conveyed pursuant to the Option to Purchase Water dated May 20, 2010.

This Dry-Up Covenant shall be recorded in the real property records of Rio Grande County, Colorado.

IN WITNESS WHEREOF, Grantor has executed this Covenant on the date first above written.

Grantor

Sun Peaks Land Company, LLC,

By _____

Its PRESIDENT

Instrument 201000410057 DR Book 551 Page 1021

STATE OF COLORADO)
) ss.
COUNTY OF RIO GRANDE)

Subscribed under oath before me this 29th day of ~~June~~ Oct, 2010, by Sun Peaks Land Company, LLC by Don Toews, President, as Grantor.

Witness my hand and official seal.

MY COMMISSION EXPIRES ON 8/25/2012
My Commission Expires

NOTARY PUBLIC

Attachment E - Trosper Ranch Parcel Dry-up Covenant

EXHIBIT A

Instrument 201000410057 OR Book 551 Page 1027

SUN PEAKS LAND COMPANY, LLC
PROPERTY DESCRIPTION

NE ¼ , Section 35 Township 39 North, Range 7 East, N.M.P.M. Rio Grande County, Colorado.

The land referred to in Schedule A is situated in the State of Colorado, County of Rio Grande and is described as follows:

The Northeast Quarter of Section THIRTYFIVE, Township THIRTYNINE North, Range SEVEN East, New Mexico Principal Meridian;

LESS a portion of the SE ¼ of the NE ¼ of Section 35, T. 39 N., R. 7#., N.M.P.M., more particularly described as follows: Commencing at a fence corner 30 feet south and 30 feet West of the Northeast corner of said SE ¼ of the NE ¼ of said Section 35, as the place of beginning; thence south along the West side of State Highway No. 10 and parallel to the East side of said 40 acre tract, 150 feet; thence North 45° West to a point on the South side of said Highway No. 10, 150 feet West of the place of beginning; thence East to the Place of beginning.

LESS That fraction of the SW ¼ NE ¼ Section 35, Township 39 North, Range 7 East, N.M.P.M., located North of the right-of-way from U.S. Highway No. 160 and Southerly of the Rio Grande and San Luis canal, more particularly described by metes and bounds as follows, to-wit: Beginning at the Northwest corner of the fraction herein described, which corner is identical with the point of intersection of the West line, as fenced, of said NE ¼ Section 35 and the center of said canal, whence the North Quarter of said Section 35 bears North, 0° 05' 00" East, 2114.74 feet distant; thence along the center of said canal the following courses; North 70° 15' 05" East, 121.16 feet; North 76° 04' 20" East, 79.00 feet; North 89° 51' 45" East, 78.96 feet; South 75°36'35" East, 86.10 feet; South 60 33' 40" East, 86.10 feet; South 43° 12' 20" East, 79.63 feet; South 55° 05' 15" East, 107.52 feet; South 71° 48' 50" East, 173.55 feet; South 53° 18' 00" East, 77.80 feet; South 59° 51'25" East, 102.68 feet; South 66° 52' 45" East, 140.34 feet and South 55° 35' 15" East, 243.43 feet to its point of intersection with the north limit of said highway right-of-way, which point is identical with the Southeast corner of the fraction herein described; thence North 89° 46' 45" West, 1217.37 feet along the north limit of said highway right-of-way to its point of intersection with the projection of the West line, as fenced, of said NE ¼ Section 35, which point is identical with the Southeast corner of the fraction herein described; thence North 0° 05' 00" East, 463.37 feet along the West line, as fenced, and its southerly projection to the place of beginning. From 8:00 A.M., November 1, 1985

Attachment F - Valley Choice Parcel Dry-up Covenant

201200414427
Filed For Record In
RIO GRANDE
CINDY HILL, RECORDER
04-24-2012 At 02:38 pm.
COVENANTS 11.00
OR Book 559 Page 1526 - 1526

Re-record to attach legal description, Exhibit A

DRY-UP COVENANT

THIS COVENANT, is made and entered into this 20th day of April, 2012, by and between Lancaster Investment, LLC, a Colorado Limited Liability Company ("Grantor"), whose address is 1120 Park Avenue, Monte Vista, Co 81144, and the City of Monte Vista, Colorado, a Colorado Municipal Corporation ("City" or "Grantee").

GRANTOR COVENANTS permanently to cease all agricultural irrigation of, and permanently remove from irrigation, the lands historically irrigated by theAnderson Ditch water rights conveyed to City by Grantor, except, however, that the lands may continue to be irrigated with water provided from a source other than that conveyed to Grantee to the extent allowed by law and not inconsistent with any other provision set forth herein and except as the City may allow usage of said water by Grantor(or any Grantee to whom Grantor may convey or lease said landpursuant to lease pending approval of its plan of augmentation. Such lands are described on Attachment A appended hereto. Grantor covenants to perform any and all work necessary to "dry up" said lands and to bear the expense of the same. Grantor further covenants to allow the Grantee to do any work to comply with the terms of any order or decree of the District Court, Water Division No. 3, State of Colorado, including, but not by way of limitation, any provisions concerning monumenting or other means of designating the lands or otherwise providing for enforcement of, or prohibiting irrigation of the lands above-referenced, including modification or elimination of structuresfor irrigation of such lands which may be deemed necessary by the Office of the State Engineer (SEO) (and which is not performed by Grantor) at Grantor's expense. Any court-imposed re-vegetation obligations shall be the sole responsibility of the Grantor (as landowner) and Grantor covenants to perform any ofsuch re-vegetation.

This Covenant shall forever burden the land described inAttachment A, and shall forever be enforceable against and be binding upon Grantor and Grantor's heirs, agents, successors, and assigns, for the benefit of Grantee and Granteeds agents, successors, and assigns, as the owner of the water rights conveyedpursuant to the Contract to Purchase Water dated April 20, 2012.

This Dry-Up Covenant shall be recorded in the real property records of Rio Grande County, Colorado.

IN WITNESS WHEREOF, Grantor has executed this Covenant on the date first above written.

Lancaster Investment, LLC

By _____
Operating Manager

Attest:

_____
Secretary

STATE OF COLORADO)
)ss.
COUNTY OF RIO GRANDE)

Subscribed and sworn before me this 20th day of April, 2012, by Lancaster Investment, LLC, by Dan Burns as Operating Manager.

Witness my hand and official seal.

MY COMMISSION EXPIRES
ON 8/25/2012

My Commission Expires

_____
Notary Public

COLORADO
Division of Water Resources
Department of Natural Resources

April 10, 2024

Mr. Jordan Dimick
SGM Inc.
555 RiverGate Lane, Suite B4-82
Durango, CO 81301

RE: City of Monte Vista Substitute Water Supply Plan Request
Sec. 36, T39N, R7E, N.M.P.M.
Water Division 3, Water District 20, Rio Grande County
SWSD ID 6235, Case No. 16CW3024

Approval Period: May 1, 2024 through April 30, 2025
Contact Information for Mr. Dimick: (970) 385-2340; JordanD@sgm-inc.com

Dear Mr. Dimick:

We have reviewed your letter dated February 1, 2024 in which you request approval of a substitute water supply plan ("SWSP") on behalf of the City of Monte Vista ("City" or "Applicant") pursuant to section 37-92-308(4), C.R.S. Notice was provided to the opposers in Case No. 16CW3024 on February 1, 2024. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10034044) has been received.

The City's SWSP was originally approved on May 5, 2021, and this SWSP request seeks to extend the SWSP past three years from the original date of approval. Pursuant to section 37-92-308(4)(b), C.R.S., "If an applicant requests a renewal of a plan that would extend the plan past three years from the initial date of approval, the applicant shall demonstrate to the state engineer that the delay in obtaining a water court decree is justifiable and that not being able to continue operating under a substitute water supply plan until a decree is entered will cause undue hardship to the applicant."

According to information from the Applicant, the delay in obtaining a water court decree for more than three years after the initial SWSP approval is justifiable because Case No. 16CW3024 involves multiple interrelated claims, including changes of two different ditch water rights, rights of exchange, and a plan for augmentation. Monte Vista has continued to diligently engage in the water court process before the referee, providing opposers with multiple iterations of a proposed ruling and supporting engineering, while receiving and addressing comments on those materials. In addition, Monte Vista amended its water court application in October 2022, which necessitated further revisions to the proposed ruling. Since approval of the first SWSP, Monte Vista has entered into stipulations with six different opposers in Case No. 16CW3024, and continues to work to resolve concerns raised by the remaining active opposers (including the State and Division Engineers) in accordance with the case management deadlines set by the court.

The City filed an application in Division 3, Case No. 16CW3024, in part, to comply with the Division 3 Groundwater Rules promulgated in 2015CW3024. Since the City's application, it has entered into agreements with Subdistrict Nos. 2 and 6, to replace the injurious stream depletions associated with its unconfined aquifer and confined aquifer well pumping, respectively. Once a final decree in Case No. 16CW3024 is entered, the City's contract with Subdistrict No. 2 will be canceled and the City will be responsible for all future replacement of its injurious stream depletions from unconfined well pumping. As such, the City's renewal request of its 2024 SWSP is critical to allow the City to exchange the fully consumable credit associated with its 3.23 cfs Anderson Ditch water rights being changed in Case No. 16CW3024 to Rio Grande Reservoir. Absent an approval for its 2024 SWSP, the City would not be able to store by exchange and subsequently release that water for replacement purposes to comply with the Division 3 Groundwater Rules. Based on this information it was determined that the Applicant has satisfied section 37-92-308(4)(b), C.R.S.

SWSP OPERATION

The City is the owner of a number of municipal wells, including Confined and Unconfined Aquifer wells. The City will offset its injurious stream depletions for these Confined Aquifer wells through its contract with Subdistrict No. 6, and therefore those wells are not a part of this SWSP request. For the purpose of this SWSP, the City is requesting to continue diverting from three Unconfined Aquifer wells for irrigation use in the City's parks, landscaping and golf course (parklands). The City is requesting to replace the net stream depletions to the Rio Grande River using 3.23 cfs of its 4.23 cfs interest in Priority Nos. 90 and 143 carried in the Anderson Ditch. The City is also proposing to lease 160 acre-feet of fully consumable Anderson Ditch water previously stored in Rio Grande Reservoir to the Rio Grande Water Conservation District ("RGWCD") for its subdistricts augmentation, replacement, remedy, including by substitution and exchange, and for use as part of any of the RGWCD's or its Subdistricts' Annual Replacement Plans.

Table 1 below summarizes the City's underground water rights, including their Confined and Unconfined Aquifer wells.

Table 1. Summary of Monte Vista's Underground Water Rights

Structure	Case Number	Diligence Decrees	Original Decree Date	Appropriation Date	Amount
Confined Aquifer Wells					
Well No. 1 (Batterson Well)	W-847	N/A	7/3/1975	09/30/1950	2.45 cfs absolute
Well No. 2 (Jackson Well)	W-847	N/A	7/3/1975	09/30/1950	4.01 cfs absolute
Well No. 3 (Broadway Well)	W-847	N/A	7/3/1975	04/30/1957	2.67 cfs absolute
Well No. 4 (Sherman Well)	W-847	N/A	7/3/1975	09/23/1968	5.12 cfs absolute
Well No. 8[1] (Prospect Well)	88CW13	N/A	4/24/1989	09/30/1950; 04/30/1957; & 09/23/1968	4.46 cfs absolute
Subtotal (absolute)					14.25 cfs
Unconfined Aquifer Wells					
Well No. 5 (Chapman Park Well)	W-847	N/A	7/3/1975	04/30/1965	1.34 cfs absolute
Well No. 6 (Ball Park Well)	W-847	N/A	7/3/1975	06/30/1949	0.423 cfs absolute
Well No. 7 (Golf Course Well)	W-847	N/A	7/3/1975	01/02/1954	4.23 cfs absolute
Subtotal (absolute)					5.993 cfs
Total (absolute)					**20.234 cfs**

Notes:
cfs = cubic feet per second
Footnotes:
1. Well 8 is decreed as an alternate point of diversion for Well Nos. 1, 2, 3, and 4 and is therefore not included in the Confined Aquifer Wells subtotal.

The Anderson Ditch water rights for use in this SWSP are summarized below in Table 2:

Table 2. Summary of Monte Vista's Irrigation Water Rights of the Anderson Ditch for Use in Plan Year 2023

Ditch System	Ditch Priorities	Original Case Numbers	Original Decree Date	Appropriation Date	Total Ditch Ownership (cfs)	Monte Vista's Ownership (%)	Monte Vista's Ownership (cfs)
Anderson Ditch	57[(1)]	5/1/1896 (W2967)	May 1, 1896	June 15, 1874	2.90	0.00%	0.00
	90[(1)]	5/1/1896 (W2967)	May 1, 1896	June 31, 1875	11.33	24.38%	2.76
	143[(1)]	5/1/1896 (W2967)	May 1, 1896	June 31, 1877	1.92	24.38%	0.47
	Total				*16.15*	*20.00%*	*3.23*

Notes:
(1) Amount remaining in the Anderson Ditch

The City has entered into a contract with Subdistrict No. 2 (attached) to replace all depletions associated with the use of the City's Unconfined Aquifer wells through inclusion in their Annual Replacement Plan. The contract requires that the City will be responsible for all post-plan depletions as part of its plan for augmentation once the decree in Case No. 16CW3024 has been finalized.

In the approved 2023 SWSP, portions of the Anderson Ditch water right were approved for exchange/storage of historical consumptive use ("HCU") credits into the Rio Grande Reservoir, along with the associated dry-up of acreage. The City stored approximately 160.2 acre-feet of fully consumable water in the Rio Grande Reservoir under that SWSP, in addition to water stored under prior SWSP approvals. Under this SWSP, the City proposes to make 160 acre-feet of the stored water available to the Rio Grande Water Conservancy District for use under the RGWCD's Subdistricts' ARPs.

Upon entry of a final decree in Case No. 16CW3024, the City will exit the contract with Subdistrict No. 2 and will need to begin to replace its net stream depletions on impacted reaches of the Rio Grande River attributable to pumping of the Unconfined Aquifer wells, using the net consumptive use credits associated with the City's 3.23 cfs ownership in the Anderson Ditch, shown in attached Table 6. The City will use the changed Anderson Ditch water right by leaving the consumptive use credits in the Rio Grande River for direct replacement or by exchange. The City intends to store the consumptive use credits in the Rio Grande Reservoir for subsequent release to the point of depletion on the Rio Grande River.

DEPLETIONS

As described above, the City has entered into a contract with Subdistrict No. 2 to make replacements for the use of its Unconfined Aquifer wells, eliminating the need to make replacements for these depletions under this SWSP. However, the City requests to change the water rights associated with 3.23 cfs in the Anderson Ditch and dry-up a portion of the Trosper Ranch and Valley Choice parcels (Figure 6) in order to store the consumptive use credits in the Rio Grande Reservoir for use upon entry of a final decree in Case No. 16CW3024.

The consumptive use analysis performed by the Applicant's engineer determined a maximum of 160.37 acre-feet per year of consumptive use credits and associated replacement requirements as outlined in Table 6. This analysis concludes that 1.63 acre-feet of consumptive use credit is attributed to each acre of dry-up achieved. The City will be permitted to exchange the consumptive use credit portion of its 3.23 cfs Anderson Ditch water right into Rio Grande Reservoir, pursuant to the conditions of approval of this SWSP, for subsequent use. The City is required to maintain the non-irrigation season return flows associated with the changed right. The City will use a portion of the HCU credits from the Anderson Ditch to replace the non-irrigation season return flow obligations, and to replace the post-plan depletions resulting from Unconfined Aquifer well pumping once a decree is entered in Case No. 16CW3024. In 2023, the City used its approved SWSP to exchange 217.39 AF of its Anderson Ditch water supply to the Rio Grande Reservoir and will conduct similar operations in 2024.

The Applicant's engineer, along with the Division 3 Staff, have confirmed that a total of 102.25 acres may potentially be dried-up during the SWSP approval period (Trosper Ranch and Valley Choice Parcels).

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(4)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of May 1, 2024 through April 30, 2025 unless otherwise revoked or superseded by decree. The initial date of approval for this SWSP was May 5, 2021. Pursuant to section 37-92-308(4)(b), C.R.S., "if an applicant requests a renewal of a plan that would extend the plan past three years from the initial date of approval, the applicant shall demonstrate to the state engineer that the delay in obtaining a water court decree is justifiable and that not being able to continue operating under a substitute water supply plan, until a decree is entered, will cause undue hardship to the applicant." This information must be submitted with any SWSP request that seeks a plan approval period that would extend beyond May 5, 2024. Should an additional SWSP be requested, the provisions of section 37-92-308(4)(b), C.R.S., shall apply. Any request for an additional SWSP is subject to the provisions of section 37-92-308(4), C.R.S., and the statutory fee of $300 will be required pursuant to section 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **February 1, 2025**.

2. The total exchange potential and consumptive use allowed for the City of Monte Vista's 3.23 cfs portion of the Anderson Ditch allowed under this SWSP is limited to those credits accruing from dry-up, not to exceed 160.37 acre-feet during the term of this SWSP.

3. The consumptive use credits resulting from dry-up of a portion of the Anderson Ditch water right will be stored in the Rio Grande Reservoir. A portion of these credits may be used to replace the post-plan depletions resulting from Unconfined Well pumping. A portion of these credits will be used to replace the non-irrigation season return flow obligations associated with the change of a portion of the Anderson Ditch water right as described herein. In addition, the fully consumable water stored under previous SWSPs will be released to the Rio Grande Water Conservancy District for use in their Subdistricts' ARPs. No additional uses of the water are allowed unless an additional SWSP is approved.

4. Changes to water rights will be limited to the shares and lands identified in this approval. Changes to include additional shares of the ditch, or changes to include additional ditches, will be allowed only if a new SWSP is approved for those additional shares/ditches and such additional shares/ditches are identified in Case No. 16CW3024.

5. The Applicant must replace all return flows resulting from operations under this SWSP, including those return flows that are owed to the stream after the expiration date of this SWSP. When the exchange is operated, return flows shall be left in the Rio Grande River at the Consolidated Slough headgate; the 25% ditch loss will be diverted at the Consolidated

Slough headgate and subsequently diverted by the Anderson Ditch. Such return flows and transit losses must be included in the Applicant's accounting and projections. Until such time as a decree is granted in Case No. 16CW3024, the Applicant must maintain a valid SWSP approved under section 37-92-308(4) until all lagged return flow obligations resulting from the change of water rights approved by this SWSP have been fully replaced in time, location, and amount.

6. The fully consumable Anderson Ditch water previously stored in Rio Grande Reservoir can be leased to the Rio Grande Water Conservation District for its subdistricts augmentation, replacement, remedy (including by substitution an exchange), and for use as part of any of the RGWCD's or its Subdistricts Annual Replacement Plans.

7. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. In order to determine the depletions resulting from Unconfined Well pumping, well pumping must be metered and the meters must 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.

8. Prior to the operation of any exchange, the Applicant is required to notify the water commissioner and obtain the water commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the water commissioner. The Applicant is required to obtain the water commissioner's approval on a daily basis or other interval as required by the water commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

9. The Colorado Water Conservation Board (CWCB) has instream flow ("ISF") rights in the Rio Grande River as shown in the table below. If the ISF is not satisfied, CWCB will call for the curtailment of the proposed exchange to the Rio Grande Reservoir.

Case Number	Stream	Upper Terminus	Lower Terminus	CFS Rate (Dates)	Approp. Date
83CW40 (Div. 3)	Rio Grande	confl Squaw Creek	confl Clear Creek	20 (10/1 - 4/30) 55 (5/1 - 9/30)	08/16/1982
83CW49 (Div. 3)	Rio Grande	confl Clear Creek	confl Trout Creek	45 (10/1 - 4/30) 90 (5/1 - 9/30)	08/16/1982
83CW39 (Div. 3)	Rio Grande	confl Trout Creek	confl Goose Creek	65 (10/1 - 4/30) 150 (5/1 - 9/30)	08/16/1982
83CW42 (Div. 3)	Rio Grande	confl Goose Creek	confl S Fork Rio Grande	80 (10/1 - 4/30) 160 (5/1 - 9/30)	08/16/1982

10. Approval of this SWSP is contingent on the dry-up of up to 102.25 acres surrounding the City of Monte Vista, which are portions of the Applicant's property as shown on the attached Figure 4. The lands to be dried up shall be monumented by the Applicant to the satisfaction of the water commissioner. The Applicant is required to construct tail water and cutoff ditches on the boundaries of the parcel to be dried-up as necessary to ensure that irrigation water is not applied to the lands to be dried-up. Any perennial crop (e.g. alfalfa) that is left growing in the fields to be dried-up will decrease the dry-up credit given to the Applicant.

11. The Applicant shall provide accounting on **a monthly basis**. The accounting must be submitted to the Division Engineer via the online submittal tool. Submission access was established under the previous SWSP approval, please contact Michelle Lanzoni at michelle.lanzoni@state.co.us with any questions related to accounting submission under this SWSP approval. Accounting must be submitted within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.

12. The accounting provided shall include at a minimum the following:
    1. The amount in-priority of Monte Vista's Anderson Ditch water rights
    2. The amount of each water right bypassed at the Anderson Ditch headgate.
    3. The total amount of water delivered to the Rio Grande through the Consolidated Slough return channel.
    4. The portion of Monte Vista's Anderson Ditch water in the Consolidated Slough return channel.
    5. The amount of water diverted by the Anderson Ditch, including Monte Vista's portion to cover historical ditch losses.
    6. The farm headgate delivery amount, consumptive use credit, return flow obligations, and ditch losses associated with Monte Vista's changed Anderson Ditch water rights.

13. Regular communication with the Water Commissioner is required for the operation of this SWSP and may be required on a daily basis depending on river administration.

14. 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.

15. Should a decree be entered in Case No. 16CW3024 before the SWSP expiration date, the provisions of the decree will supersede this SWSP and this SWSP will be deemed to be no longer in effect, unless continued use during the term of the SWSP is specifically allowed by the decree granted in Case No. 16CW3024. To the extent continued operation under the SWSP is granted by the court, the Applicant must comply with the decree conditions allowing such use in addition to complying with the terms and conditions of this SWSP.

16. 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 permanent plan for augmentation or change of water right, all use of water under this SWSP must cease immediately.

17. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(4), C.R.S., shall be to the

Division 3 Water Judge within thirty days of the date of this decision and shall be consolidated with the application pending in Case No. 16CW3024.

Should you have any questions, please contact Melissa van der Poel of this office or Kevin Boyle in the Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.
Assistant State Engineer

Attachments: Figures: 1,4 & 6
Tables: 6
Participation Contract - Special Improvement District No. 2
Attachment D - Rio Grande Reservoir Storage Lease Agreement
Attachment E - Water Lease Agreement
Attachment F - Trosper Ranch Parcel Dry-up Covenant
Attachment F - Valley Choice Parcel Dry-up Covenant

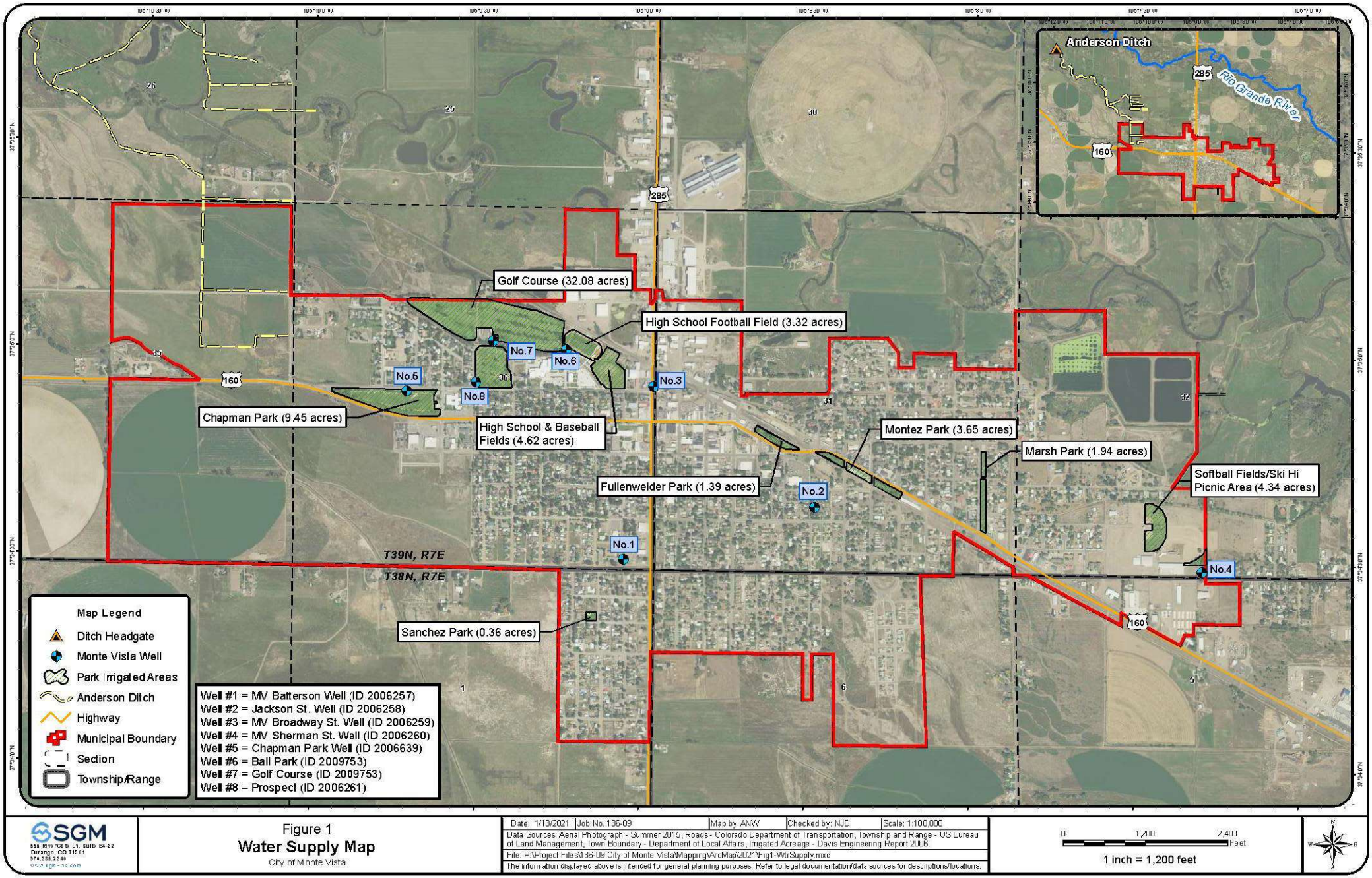
ec: Craig Cotten, Division 3 Engineer
Sam Riggenbach, District 20 Water Commissioner
Luis Heredia, District 20 Water Commissioner
Wayne Peck, District 20 Water Commissioner
Kevin Boyle, Division 3
Counsel of Record in Case No. 16CW3024

Table 6. Anderson Ditch Consumptive Use Analysis and Resulting Water Balance (values in AF)

Month	River Diversions	Farm Headgate Delivery	Potential Consumptive Use	Effect Precip	Net Potential Consumptive Use	Historical Consumptive Use	Average Estimated HCU per Acre	Reduction for Sub-Irrigation of Trosper Ranch Parcels	Resulting Historical Consumptive Use	Resulting Estimated HCU per Acre	Irrigation Return Flow					Net Depletions		Streamflow Return Requirement - Percent of Farm Headgate Delivery
											Historical Irrigation Return Flows	Surface Water Component (60%)	Unlagged Groundwater Component (40%)	Lagged Groundwater Obligations	Total Obligations	Total	Percent of Farm Headgate Diversion	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
January	-	-	-	-	-	-	-	-	-	-	-	-	-	13.72	13.72	(13.72)		
February	-	-	-	-	-	-	-	-	-	-	-	-	-	13.78	13.78	(13.78)		
March	-	-	-	-	-	-	-	-	-	-	-	-	-	13.70	13.70	(13.70)		
April	45.92	34.44	7.12	0.84	6.27	5.94	0.06	1.43	4.51	0.05	28.44	17.06	11.38	13.53	30.60	2.35	6.8%	93.2%
May	141.35	106.02	37.90	4.16	33.75	32.86	0.33	7.93	24.92	0.25	71.31	42.79	28.53	13.30	56.09	40.14	37.9%	62.1%
June	159.24	119.43	58.83	3.40	55.43	52.60	0.55	12.70	39.90	0.41	66.78	40.07	26.71	13.06	53.13	53.55	44.8%	55.2%
July	153.25	114.94	57.69	9.23	48.46	46.01	0.48	11.11	34.90	0.35	68.13	40.88	27.25	12.86	53.76	49.27	42.9%	57.1%
August	124.39	93.30	51.74	9.74	42.00	38.74	0.40	9.35	29.39	0.30	57.56	34.54	23.02	12.84	47.38	39.57	42.4%	57.6%
September	105.33	79.00	32.30	5.67	26.63	24.61	0.26	5.94	18.67	0.19	54.07	32.44	21.63	12.94	45.38	27.36	34.6%	65.4%
October	86.54	64.91	13.39	1.95	11.44	10.64	0.11	2.57	8.07	0.08	53.12	31.87	21.25	13.12	44.99	16.21	25.0%	75.0%
November	-	-	-	-	-	-	-	-	-	-	-	-	-	13.33	13.33	(13.33)		
December	-	-	-	-	-	-	-	-	-	-	-	-	-	13.55	13.55	(13.55)		
Annual	816.03	612.02	258.97	34.99	223.99	211.40	2.19	51.03	160.37	1.63	399.42	239.65	159.77	159.77	399.42	160.37		

Source:
Values generated using a Water Supply Limited Crop Consumptive Use by Structure Analysis in StateCU (Interface Version 7.0, FORTRAN Version 13.0)

Column Notes:
1) Pro-rata delivery of 3.23 cfs of Priority No. 90 and 143 in the Anderson Ditch used on the Trosper Ranch and Valley Choice Parcel for the period 1968-2010. Beginning in 2011, the pro-rata portion (63.3% or 1.73/2.73 cfs) was used for the Trosper Ranch Parcel and 1.5 cfs was used on the Valley Choice Parcel. Assumed farm headgate delivery from April 1 through October 31.
2) Analysis assumed 75% ditch efficiency.
3) Potential crop consumptive use as calculated by StateCU for 65.1 to 100.9 acres of grass pasture, potatoes, and alfalfa (see Table 12). Analysis used Upper Ric Grande Alt Calibrated Coefficierts.
4) Effective precipitation Anderson Ditch Parcels based on the Monte Vista 2W NOAA Climate Stations. Analysis assumes that irrigated fields are located at an average elevation of 7670 ft asl.
5) Column 3 - Column 4.
6) Historical consumptive use for the Anderson Ditch Parcels. Assumed 60 percent irrigation efficiency and utilized an available water capacity of 0.121 in/in (ALAMOSA-LAJARA-VASTINE (CO403)). Analysis assumes 0% of soi moisture capacity initially filled.
7) Equals Column 6 / number of irrigated acres each month.
8) Equals Column 6 reduced for sub-irrigation based upon the 2009 study by Agro Engineering for the Trosper Ranch Parcels. Weighted average reduction was approximately 24.3%. Assumed simular sub-irrigation on the Valley Choice Parcels.
9) Equals Column 6 - Column 8
10) Equals Column 9 / number of irrigated acres each month.
11) Average monthly unconsumed water as calculated by StateCU
12) Equals Column 11 x 60%.
13) Equals Column 11 x 40%.
14) Equals Column 13 lagged using monthly lagged streamflow depletion factors calculated using IDS AWAS. Transmissivity of 66,690 gpd/ft, S = 25%. Trosper Ranch Parcel X = 7,714 feet. Valley Choice Parcel X = 7,059 feet.
15) Equals Column 12 + Column 14.
16) Equals Column 9 + Column 11 - Column 15. Accretions are positive and depletions are shown in red parentheses.
17) Equals positive values from Column 16 / Column 2.
18) Equals 1 - Column 17.



SGM
555 Rivergate Ln, Suite B4-82
Durango, CO 81301
970.385.2340
www.sgm-inc.com

Figure 1
Water Supply Map
City of Monte Vista

Date: 1/13/2021	Job No. 136-09	Map by ANW	Checked by: NJD	Scale: 1:100,000

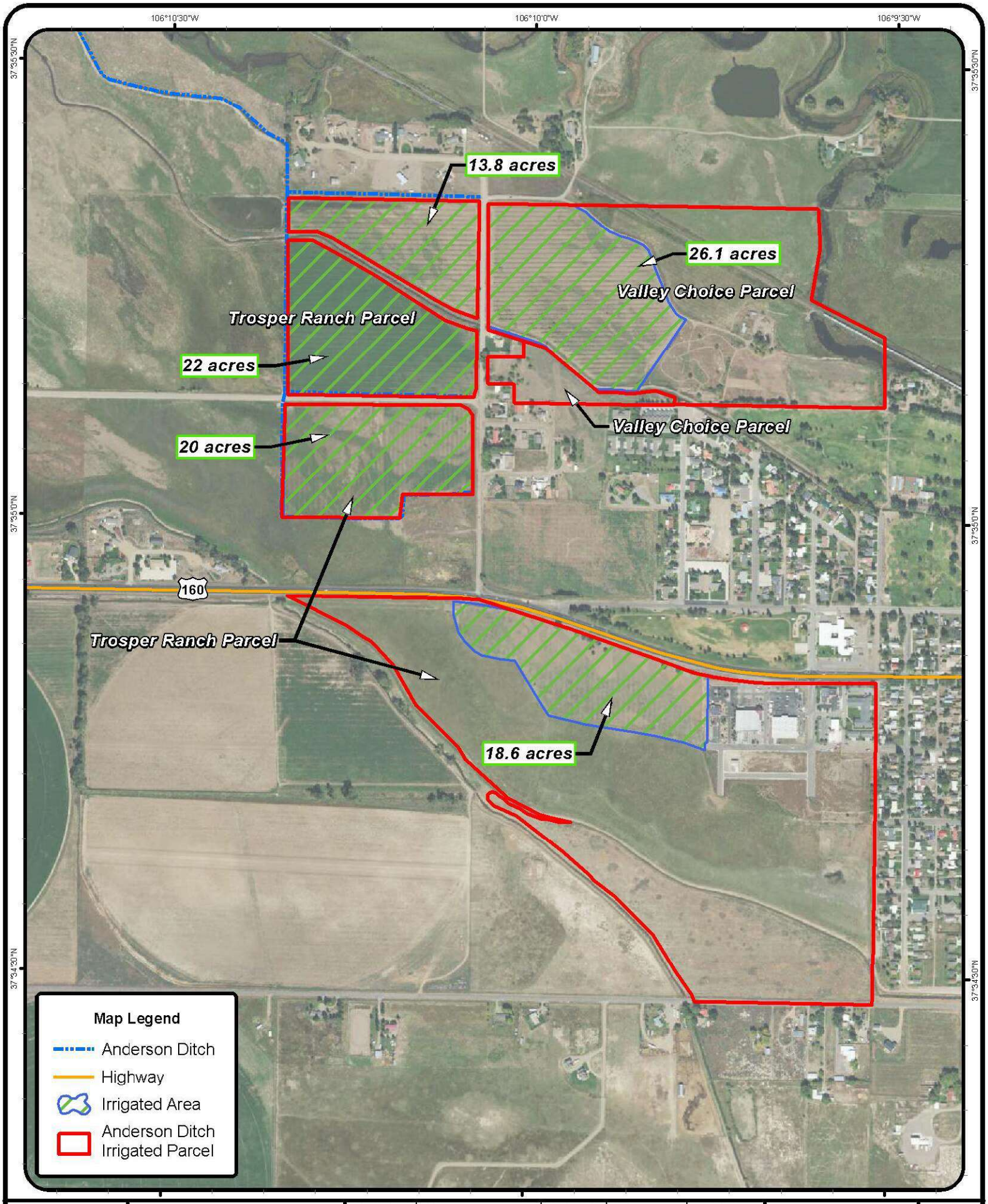
Data Sources: Aerial Photograph - Summer 2015, Roads - Colorado Department of Transportation, Township and Range - US Bureau of Land Management, Town Boundary - Department of Local Affairs, Irrigated Acreage - Davis Engineering Report 2006.

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig1-WtrSupply.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 1,200 2,400 Feet

1 inch = 1,200 feet



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www.sgm-inc.com

Figure 4
Anderson Ditch
September 25, 2017
City of Monte Vista

Date: 1/28/2021	Job No. 136.09.06	Map by: ANW	NJD	Scale: 1:9,600

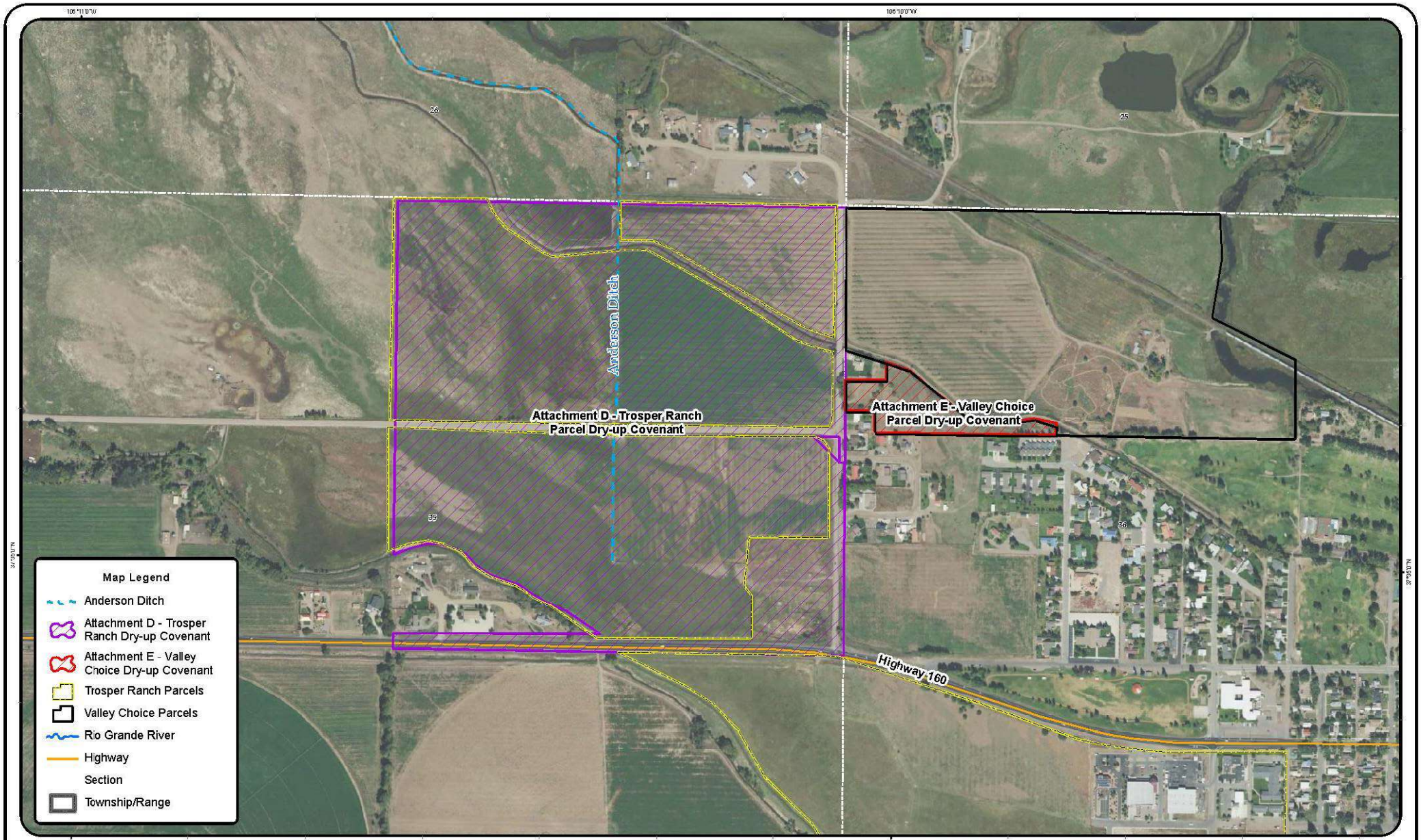
Data Sources: Rio Grande County Assessor, USDA - National Agriculture Imagery Program

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig4-Anderson_2017.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 800 Feet
1 inch = 800 feet

N



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Durango, CO 81301
970.385.2340
www.sgm-inc.com

Figure 6
Monte Vista Dry-Up Convenants
City of Monte Vista

Date: 1/28/2021	Job No. 136-09	Map by ANW	Checked by: NJD	Scale: 1:6,000

Data Sources: CDOT, DWR, BLM, USDA NAIP 2017 Imagery

File: P:\Project Files\136-09 City of Monte Vista\Mapping\ArcMap\2021\Fig6 Dry-Up.mxd

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.

0 500 1,000 1,500 Feet

1 inch = 500 feet

N

PARTICIPATION CONTRACT

SPECIAL IMPROVEMENT DISTRICT NO. 6
OF THE
RIO GRANDE WATER CONSERVATION DISTRICT

PURPOSE

THIS CONTRACT is entered into on this 14th day of September, 2020 by and between SPECIAL IMPROVEMENT DISTRICT NO. 6 of the RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE ("Subdistrict No. 6") and the CITY OF MONTE VISTA ("Monte Vista") (sometimes referred to herein jointly as the "Parties" or in the singular as "Party").

The purpose of this Contract is to allow Monte Vista to seek inclusion in the Annual Replacement Plan pursuant to the Plan of Water Management of Subdistrict No. 6 to remedy or replace Monte Vista's injurious depletions, if any, to the Rio Grande, Alamosa River and Conejos River caused by groundwater withdrawals from Monte Vista's groundwater wells, in compliance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights ("Groundwater Rules"), as approved in Case No. 15CW3024, Water Division 3.

BACKGROUND INFORMATION

1. Relying upon the Rio Grande Decision Support System ("RGDSS") and its groundwater model, the State Engineer has determined that the withdrawal of groundwater by wells in Water Division 3 will cause injurious depletions to senior water rights if adequate remedies are not made.

2. Well owners and water users in the San Luis Valley, working in conjunction with the Rio Grande Water Conservation District, sought to form a Subdistrict of the Rio Grande Water Conservation District in order to provide a mechanism to finance the acquisition of replacement water or other remedies to ensure that injurious depletions do not occur, and to promote a sustainable groundwater aquifer within subdistrict boundaries.

3. Subdistrict No. 6 was duly formed and is operating under an approved Plan of Water Management effective September 25, 2019 ("POWM"). The POWM will be executed annually through an Annual Replacement Plan ("ARP")

submitted to and approved by the State Engineer. Among the provisions of the approved POWM is the opportunity for Subdistrict No. 6 to enter into contracts with non-subdistrict well owners to provide replacement supplies for those wells as part of an ARP.

4. Subdistrict No. 6 lands are only the lands within the exterior boundaries of the Subdistrict. Wells serving Subdistrict No. 6 lands are Subdistrict Wells. Other wells may only be included in an ARP if there is a contract that provides for inclusion.

5. In order to calculate the time, location, and amount of injurious depletions, the State Engineer, using the RGDSS Groundwater Model, has developed response function areas, including a response function area that encompasses the lands that comprise Subdistrict No. 6.

6. In the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, and attached hereto as **Exhibit 1**, the State Engineer agreed that pursuant to section 37-92-501(4)(b)(I), C.R.S. and Rule 5.12 of the Groundwater Rules, a well user may enter into contractual agreements with "water users, water user associations, water conservancy districts, ground water management subdistricts, and the Rio Grande Water Conservation District, ["Contracting Entities"] pursuant to which: [w]ater is added to the system to assist in meeting the Rio Grande compact delivery schedules or to replace depletions to stream flows resulting from the use of underground water; or . . . injury to senior surface water rights resulting from the use of underground water is remedied by means other than providing water to replace stream depletions." **Exhibit 1**, ¶ 5 (quoting §§ 37-92-501(4)(b)(I), -(I)(B), C.R.S.) The State Engineer also agreed that "[s]uch contractual agreements may be incorporated into Rule 6.1.1, 6.1.2, and 6.1.3 Plans and Annual Replacement Plans to meet the requirements of the Groundwater Rules in whole or in part." *Id.*

7. Also in the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, the State Engineer further agreed that Rule 6.1 Plans and Annual Replacement Plans "may include one or more contractual agreements pursuant to which one of the Contracting Entities assumes or assigns by contract some or all of the responsibility for replacing or Remedying the Injurious Stream Depletions which otherwise must be replaced or Remedied by another Contracting Entity for compliance with the [Groundwater Rules]. One Contracting Entity may also assume or assign by contract some or all of the responsibility incurred by another Contracting Entity to meet the requirements of Rule 8." *Id.* ¶ 6. The State Engineer also agreed that "Contracting Entities may use consolidated accounting to assign Injurious Stream Depletions

among the Contracting Entities for replacement or Remedy and to meet the Requirements of Rule 8 in their respective Rule 6.1 Plans and Annual Replacement Plans." *Id.*

8. The Board of Managers of Subdistrict No. 6 has determined that all wells within the Response Area encompassing Subdistrict No. 6 can fairly be included in an ARP in order to remedy their injurious depletions, if any.

9. This contract applies to five wells in the confined aquifer owned by Monte Vista and described below ("Monte Vista Wells").

10. Subdistrict No. 6 desires to enter into this contract in order to assume responsibility for replacing and remedying injurious depletions accruing to the Alamosa and Conejos Rivers caused by the Monte Vista Wells. Subdistrict No. 6 will offset its own calculated injurious depletions to the Rio Grande with effluent return flows from the Monte Vista Wells that accrue to the Rio Grande.

11. Monte Vista desires to enter into this contract in order to assign Monte Vista's responsibility for replacing injurious depletions on the Alamosa and Conejos Rivers, as well as Monte Vista's responsibility to maintain a sustainable aquifer, to Subdistrict No. 6.

Accordingly, the parties agree as follows:

SPECIFIC CONTRACT CONDITIONS

12. This Contract will begin operating on the date remedy of injurious depletions is first required under Subdistrict No. 6's first ARP , and will remain in effect for five additional ARP years, until April 30, 2026. This Contract will automatically renew for subsequent five year terms if all of the conditions herein contained are continuously met. If a party wishes to terminate the Contract, the terminating party will provide written notice of termination to the other party at least two years prior to the date of the next five-year renewal term.

13. Monte Vista provides the following information concerning its wells:

13.1 Owner's name: City of Monte Vista

13.2 Well permit numbers:

13.2.1 Well 1: 4551-R

13.2.2 Well 2: 4552-R

13.2.3 Well 3: 4553-R

13.2.4 Well 4: 13163-F

13.2.5 Well 8: 33733-F

13.3 Well water right decree number (if applicable):

13.3.1 Wells 1-4: Case No. W-847

13.3.2 Well 8: Case No. 88CW13

13.4 Water District Identification Number, WDID:

13.4.1 Well 1: 2006257

13.4.2 Well 2: 2006258

13.4.3 Well 3: 2006259

13.4.4 Well 4: 2006260

13.4.5 Well 8: 2006261

13.5 Designated beneficial use:

13.5.1 Well 1: Domestic and municipal

13.5.2 Well 2: Domestic and municipal

13.5.3 Well 3: Domestic

13.5.4 Well 4: Domestic and municipal

13.5.5 Well 8: Domestic and municipal (Alternate point of diversion for Wells 1-4)

13.6 Permitted withdrawal capacity:

13.6.1 Well 1: 1,100 gpm (2.45 cfs)

13.6.2 Well 2: 1,800 gpm (4.01 cfs)

13.6.3 Well 3: 1,200 gpm (2.67 cfs)

13.6.4 Well 4: 2,300 gpm (5.12 cfs)

13.6.5 Well 8: 2,000 gpm (4.46 cfs)

13.7 Well locations:

13.7.1 Well 1: SE 1/4, SE 1/4, Section 36, Township 39 North, Range 7 East, NMPM at a point 150 feet from the South Section line and 250 feet from East Section line in Rio Grande County, Colorado.

13.7.2 Well 2: SE 1/4, SW 1/4, Section 31, Township 39 North, Range 8 East, NMPM at a point 2,420 feet from the West Section line and 900 feet from South Section line in Rio Grande County, Colorado.

13.7.3 Well 3: SW 1/4, NW 1/4, Section 31, Township 39 North, Range 8 East, NMPM at a point 2,500 feet from the North Section line and 100 feet from West Section line in Rio Grande County, Colorado.

13.7.4 Well 4: SW 1/4, SE 1/4, Section 32, Township 39 North, Range 8 East, NMPM at a point 2,725 feet from the West Section line and 100 feet from South Section line in Rio Grande County, Colorado.

13.7.5 Well 8: SW 1/4, NE 1/4, Section 36, Township 39 North, Range 7 East, NMPM at a point 2,550 feet from the North Section line and 2,550 feet from East Section line in Rio Grande County, Colorado.

13.8 Description of place of use: City of Monte Vista service area

13.9 Description of period of use (year-round, or if seasonal, the specific months of use): year-round

14. The parties hereby agree that in consideration for Subdistrict No. 6 replacing or remedying injurious depletions of the Monte Vista Wells, and for maintaining a sustainable aquifer, Monte Vista will offset Subdistrict No. 6's calculated injurious depletions to the Rio Grande with Monte Vista's wastewater effluent return flows that accrue from Monte Vista's Wells to the Rio Grande.

15. Monte Vista's Further Commitments:

15.1 Monte Vista shall, if required by Subdistrict No. 6, submit well meter readings to Subdistrict No. 6 in the manner specified by Subdistrict No. 6 from time to time but in any event no later than December 31 of every year, or by such date as determined by the Board of Managers, this Contract is in force and effect, and to supplement or correct any submitted data as requested by Subdistrict No. 6.

15.2 Monte Vista and Subdistrict No. 6 acknowledge and agree that well depletions from the use of the Monte Vista Wells will continue to create depletions for up to 15 years after groundwater withdrawal occurs, and that Subdistrict No. 6 will replace such delayed injurious depletions.

15.3 Monte Vista recognizes that Subdistrict No. 6 will use its best efforts in acquiring replacement water supplies or other remedies sufficient to permit the use of the Monte Vista Wells in the same manner as all other Subdistrict No. 6 wells, but also recognizes that Subdistrict No. 6 cannot guarantee that adequate replacement supplies will be available in any given year, which may result in restrictions on groundwater withdrawals by the Division Engineer in any particular year. Monte Vista hereby waives any claims against Subdistrict No. 6 and its Board of Managers if sufficient replacement water or remedies cannot be obtained.

15.4 Monte Vista agrees that it has reviewed and understands the POWM and its appendices, as well as the Rules and Regulations of Subdistrict No. 6. Monte Vista agrees to fully comply with the POWM and its appendices, the ARP, and all rules and regulations duly promulgated by the Board of Managers of Subdistrict No. 6, and furthermore agrees not to challenge the same.

16. Subdistrict No. 6 Obligations:

16.1 Subdistrict No. 6 shall use its best efforts in securing replacement supplies or other remedies sufficient to provide replacement for injurious depletions caused by the Monte Vista Wells during every year in which this Contract is in force and effect. Subdistrict No. 6 shall treat the Monte Vista Wells the same as other Subdistrict No. 6 wells for this purpose, and shall promptly notify Monte Vista in the event that Subdistrict No. 6 is unable to acquire sufficient supplies or other remedies in any year.

16.2 Subdistrict No. 6 shall cover injurious depletions to the Alamosa and Conejos Rivers calculated as accruing from the operation of the Monte Vista Wells in the current year and the delayed depletions accruing in the subsequent 15 years.

16.3 Subdistrict No. 6 agrees and commits to use its best efforts to meet the requirement in the Groundwater Rules of a proportional responsibility for achieving and maintaining a Sustainable Water Supply in the Confined Aquifer during every year in which this Contract is in force and effect, to treat the Contract Wells the same

as other Subdistrict wells for this purpose, and to provide Monte Vista with prompt notification should Subdistrict No. 6 prove unable to meet this requirement in any year.

16.4 Subdistrict No. 6 shall undertake all legal and engineering work necessary to ensure that the POWM and ARP receive full and fair consideration by the State Engineer and to seek to have the ARP approved annually by the State Engineer for the Monte Vista Wells and all other wells covered by the POWM and ARP.

GENERAL CONDITIONS

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

If to Monte Vista:	City Manager 95 W 1st Avenue Monte Vista, CO 81144 With copy to: Berg Hill Greenleaf Ruscitti LLP 1712 Pearl St. Boulder, CO 80302
If to Subdistrict No. 6:	General Manager Rio Grande Water Conservation District 8805 Independence Way Alamosa, CO 81101

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

18. **Assignment**. This Contract may not be assigned by any Party without the prior written consent of each of the other Parties. Any attempted assignment in violation of this provision shall be void.

19. **No Costs or Attorneys' Fees**. In the event of any litigation or other dispute resolution process arising out of this Contract, the Parties agree that each shall be responsible for its own costs and attorney's or other fees

associated with any such action.

20. **Entire Agreement; Amendments.** This Contract (together with any exhibits hereto, which constitute parts of this Contract and which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among all of the Parties or their respective agents or representatives relating to the subject hereof are merged into this Contract. This Contract may be altered, amended, or revoked only by an instrument in writing signed by all of the Parties. Email and all other electronic (including voice) communications from any Party in connection with this Contract are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

21. **Applicable Law.** This Contract shall be governed by and construed according to Colorado law.

22. **Waiver.** The failure of one of the Parties to insist upon the strict performance of any provision of this Contract or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Contract or limit that Party's, or any other Parties', right thereafter to any provision or to exercise any right.

23. **Captions.** All captions contained in this Contract are for convenience only and shall not be deemed to be part of this Contract.

24. **Counterparts.** This Contract may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

25. **Parties Bound by Agreement.** This Contract is binding upon the Parties hereto and upon their respective, legal representatives and successors.

26. **Construction.** All section, paragraph, and exhibit references used in this Contract are references to this Contract unless otherwise specified.

27. **Authorizations.** The governing bodies of each of the Parties have authorized by resolution the execution of this Contract.

28. **No Third Party Beneficiaries.** This Contract is intended to describe the rights and responsibilities of and between the Parties and is not intended

to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

29. **Force Majeure**. Subject to the terms and conditions in this paragraph, no party to this Contract shall be liable for any delay or failure to perform under this Contract due solely to conditions or events of force majeure, specifically (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonable prevented, (e) terrorism, (f) war, (g) riots, (h) pandemics, epidemics, or quarantines (either global, national, or local), or (i) governmental moratoriums, restrictions, or prohibitions, provided that: (A) the non-performing Party gives the other Parties prompt written notice describing the particulars of the occurrence of the force majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the actions taken to remedy the consequences of the force majeure event or condition. In the event of a change in municipal (or other local governmental entity), state, or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Contract in a manner consistent with the change that provides the Parties substantially the same benefits as this Contract, provided, however, that no such reformation shall increase the obligations of any of the Parties. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than 365 days from its occurrence or inception as noticed pursuant to this Contract, all of the Parties not claiming force majeure may, at any time following the end of such one year period, terminate this Contract upon written notice to the Party claiming force majeure, without further obligation by any of the Parties; provided, however, that any such decision to terminate this Contract shall not be effective unless agreed to by all of the Parties not claiming force majeure.

30. **Non-Business Days**. If any date for any action under this Contract falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Federal Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

31. **Joint Draft**. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, drafted this Contract jointly.

32. **Non-Severability**. Each paragraph of this Contract is intertwined with

the others and is not severable unless by mutual consent of the Parties.

33. **Effect of Invalidity.** If any portion of this Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

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

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: Amber Pacheco

Name: Amber Pacheco

Title: Program Manager

ATTEST:

Name:

Title:

CITY OF MONTE VISTA, COLORADO

By:

Name: Forrest H. Neuerburg

Title: City Manager

ATTEST:

Name: Unita Vance

Title: Monte Vista City Clerk

Attachment C - Monte Vista's Contract with Subdistrict No. 2

PARTICIPATION CONTRACT

SPECIAL IMPROVEMENT DISTRICT NO. 2
OF THE
RIO GRANDE WATER CONSERVATION DISTRICT

PURPOSE

THIS CONTRACT is entered into on this 26th day of February, 2021 by and between SPECIAL IMPROVEMENT DISTRICT NO. 2 of the RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE ("Subdistrict No. 2") and the CITY OF MONTE VISTA ("Monte Vista") (sometimes referred to herein jointly as the "Parties" or in the singular as "Party").

The purpose of this Contract is to allow Monte Vista to seek inclusion in the Annual Replacement Plan pursuant to the Plan of Water Management of Subdistrict No. 2 to remedy or replace Monte Vista's injurious depletions, if any, to the Rio Grande caused by groundwater withdrawals from certain groundwater wells owned by Monte Vista, in compliance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights ("Groundwater Rules"), as approved in Case No. 15CW3024, Water Division 3.

BACKGROUND INFORMATION

1. Relying upon the Rio Grande Decision Support System ("RGDSS") and its groundwater model, the State Engineer has determined that the withdrawal of groundwater by wells in Water Division 3 will cause injurious depletions to senior water rights if adequate remedies are not made.

2. Well owners and water users in the San Luis Valley, working in conjunction with the Rio Grande Water Conservation District, sought to form a Subdistrict of the Rio Grande Water Conservation District in order to provide a mechanism to finance the acquisition of replacement water or other remedies to ensure that injurious depletions to senior surface rights do not occur as a result of groundwater withdrawals from Subdistrict Wells.

3. Subdistrict No. 2 was duly formed and is operating under an approved Plan of Water Management effective August 9, 2018 ("POWM"). The POWM will be executed annually through an Annual Replacement Plan ("ARP")

submitted to and approved by the State Engineer. Among the provisions of the approved POWM is the opportunity for Subdistrict No. 2 to enter into contracts with non-subdistrict well owners to provide replacement supplies for those wells as part of an ARP.

4. Subdistrict No. 2 lands are only the lands within the exterior boundaries of the Subdistrict. Wells serving Subdistrict No. 2 lands are Subdistrict Wells. Other wells may only be included in an ARP if there is a contract that provides for inclusion.

5. In order to calculate the time, location, and amount of injurious depletions, the State Engineer, using the RGDSS Groundwater Model, has developed response function areas, including a response function area that encompasses the lands that comprise Subdistrict No. 2.

6. In the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, and attached hereto as **Exhibit 1**, the State Engineer agreed that pursuant to section 37-92-501(4)(b)(I), C.R.S. and Rule 5.12 of the Groundwater Rules, a well user may enter into contractual agreements with "water users, water user associations, water conservancy districts, ground water management subdistricts, and the Rio Grande Water Conservation District, ["Contracting Entities"] pursuant to which: [w]ater is added to the system to assist in meeting the Rio Grande compact delivery schedules or to replace depletions to stream flows resulting from the use of underground water; or . . . injury to senior surface water rights resulting from the use of underground water is remedied by means other than providing water to replace stream depletions." **Exhibit 1**, ¶ 5 (quoting §§ 37-92-501(4)(b)(I), -(I)(B), C.R.S.) The State Engineer also agreed that "[s]uch contractual agreements may be incorporated into Rule 6.1.1, 6.1.2, and 6.1.3 Plans and Annual Replacement Plans to meet the requirements of the Groundwater Rules in whole or in part." *Id.*

7. Also in the stipulation between Monte Vista and the State Engineer entered in Case No. 15CW3024, the State Engineer further agreed that Rule 6.1 Plans and Annual Replacement Plans "may include one or more contractual agreements pursuant to which one of the Contracting Entities assumes or assigns by contract some or all of the responsibility for replacing or Remedying the Injurious Stream Depletions which otherwise must be replaced or Remedied by another Contracting Entity for compliance with the [Groundwater Rules]. One Contracting Entity may also assume or assign by contract some or all of the responsibility incurred by another Contracting Entity to meet the requirements of Rule 8." *Id.* ¶ 6. The State Engineer also agreed that "Contracting Entities may use consolidated accounting to assign Injurious Stream Depletions

among the Contracting Entities for replacement or Remedy and to meet the Requirements of Rule 8 in their respective Rule 6.1 Plans and Annual Replacement Plans." *Id.*

8. The Board of Managers of Subdistrict No. 2 has determined that all wells within the Response Area encompassing Subdistrict No. 2 can fairly be included in an ARP in order to remedy their injurious depletions, if any.

9. This contract applies to three wells in the unconfined aquifer owned by Monte Vista and described below ("Monte Vista Unconfined Wells").

10. Subdistrict No. 2 desires to enter into this contract in order to assume responsibility for replacing and remedying injurious depletions accruing to the Rio Grande caused by the Monte Vista Unconfined Wells. Subdistrict No. 2 will offset its own calculated injurious depletions to the Rio Grande with the RGDSS-modeled point source return flows from the Monte Vista Unconfined Wells that accrue to the Rio Grande. The RGDSS-modeled return flows from the Monte Vista Unconfined Wells are altogether separate from its confined aquifer wells used for its treated municipal supply. Monte Vista's entire confined aquifer wells and resulting return flows are the subject of a separate contract between Monte Vista and Subdistrict No. 6.

11. Monte Vista desires to enter into this contract in order to assign Monte Vista's responsibility for replacing injurious depletions on the Rio Grande to Subdistrict No. 2.

Accordingly, the parties agree as follows:

SPECIFIC CONTRACT CONDITIONS

12. This Contract will begin operating under Subdistrict No. 2's 2021 ARP, and will remain in effect for five additional ARP years, until April 30, 2025. This Contract will automatically renew for subsequent five year terms if all of the conditions herein contained are continuously met. If a party wishes to terminate the Contract, the terminating party will provide written notice of termination to the other party at least two years prior to the date of the next five-year renewal term.

13. Monte Vista provides the following information concerning its wells:

    13.1 Owner's name: City of Monte Vista

    13.2 Well permit numbers:

        13.2.1 Well 5: 9347-F

13.2.2 Well 6: N/A

13.2.3 Well 7: N/A

13.3 Well water right decree number (if applicable): W-847 for all three wells.

13.4 Water District Identification Number, WDID:

13.4.1 Well 5: 2006639

13.4.2 Well 6: 2009752

13.4.3 Well 7: 2009753

13.5 Designated beneficial use:

13.5.1 Well 5: Domestic and municipal

13.5.2 Well 6: Irrigation

13.5.3 Well 7: Irrigation

13.6 Decreed withdrawal capacity:

13.6.1 Well 5: 600 gpm, being 1.34 cfs and 2.68 acre-feet in 24 hours

13.6.2 Well 6: 190 gpm, being 0.423 cfs and 0.846 acre-feet in 24 hours

13.6.3 Well 7: 1,900 gpm, being 4.23 cfs and 8.46 acre-feet in 24 hours

13.7 Well locations:

13.7.1 Well 5: NE1/4, SW1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 2,575 feet from the South Section line and 1,550 feet from the West Section line, in Rio Grande County, Colorado.

13.7.2 Well 6: SE1/4, NW1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 1,575 feet from the North Section line and 1,700 feet from the West Section line, in Rio Grande County, Colorado

13.7.3 Well 7: SW1/4, NE1/4, Section 36, Township 39 North, Range 7 East, NMPM, at a point 2,575 feet from the North Section

line and 2,420 feet from the East Section line, in Rio Grande County, Colorado.

13.8 Description of place of use: City of Monte Vista service area

13.9 Description of period of use (year-round, or if seasonal, the specific months of use): seasonal irrigation (April through October).

14. The parties hereby agree that in consideration for Subdistrict No. 2 replacing or remedying injurious depletions of the Monte Vista Unconfined Wells, Monte Vista will offset Subdistrict No. 2's calculated injurious depletions to the Rio Grande with any RGDSS modeled point flow returns that accrue from the Monte Vista Unconfined Wells to the Rio Grande.

15. Monte Vista's Further Commitments:

15.1 Monte Vista shall, if required by Subdistrict No. 2, submit well meter readings to Subdistrict No. 2 in the manner specified by Subdistrict No. 2 from time to time but in any event no later than December 31 of every year, or by such date as determined by the Board of Managers, this Contract is in force and effect, and to supplement or correct any submitted data as requested by Subdistrict No. 2.

15.2 Monte Vista and Subdistrict No. 2 acknowledge and agree that well depletions from the use of the Monte Vista Unconfined Wells will continue to create depletions for up to 7 years after groundwater withdrawal occurs, and that Subdistrict No. 2 will replace such delayed injurious depletions. Monte Vista will be responsible for all post-plan depletions as part of its plan for augmentation after such decree becomes a final, non-appealable decree of the court.

15.3 Monte Vista recognizes that Subdistrict No. 2 will use its best efforts in acquiring replacement water supplies or other remedies sufficient to permit the use of the Monte Vista Unconfined Wells in the same manner as all other Subdistrict No. 2 wells, but also recognizes that Subdistrict No. 2 cannot guarantee that adequate replacement supplies will be available in any given year, which may result in restrictions on groundwater withdrawals by the Division Engineer in any particular year. Monte Vista hereby waives any claims against Subdistrict No. 2 and its Board of Managers if sufficient replacement water or remedies cannot be obtained.

15.4 Monte Vista agrees that it has reviewed and understands the POWM and its appendices, as well as the Rules and Regulations of

Subdistrict No. 2. Monte Vista agrees to fully comply with the POWM and its appendices, the ARP, and all rules and regulations duly promulgated by the Board of Managers of Subdistrict No. 2, and furthermore agrees not to challenge the same.

16. Subdistrict No. 2 Obligations:

16.1 Subdistrict No. 2 shall use its best efforts in securing replacement supplies or other remedies sufficient to provide replacement for injurious depletions caused by the Monte Vista Unconfined Wells during every year in which this Contract is in force and effect. Subdistrict No. 2 shall treat the Monte Vista Unconfined Wells the same as other Subdistrict No. 2 wells for this purpose, and shall promptly notify Monte Vista in the event that Subdistrict No. 2 is unable to acquire sufficient supplies or other remedies in any year.

16.2 Subdistrict No. 2 shall cover injurious depletions to the Rio Grande calculated as accruing from the operation of the Monte Vista Unconfined Wells in the current year and the delayed depletions accruing in the subsequent 7 years. Monte Vista will be responsible for all post-plan depletions as part of its plan for augmentation after such decree becomes a final, non-appealable decree of the court.

16.4 Subdistrict No. 2 shall undertake all legal and engineering work necessary to ensure that the POWM and ARP receive full and fair consideration by the State Engineer and to seek to have the ARP approved annually by the State Engineer for the Monte Vista Unconfined Wells and all other wells covered by the POWM and ARP.

GENERAL CONDITIONS

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

If to Monte Vista:

City Manager
95 W 1st Avenue
Monte Vista, CO 81144

With copy to:
Berg Hill Greenleaf Ruscitti LLP
1712 Pearl St.
Boulder, CO 80302

If to Subdistrict No. 2:

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

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

18. **Assignment.** This Contract may not be assigned by any Party without the prior written consent of each of the other Parties. Any attempted assignment in violation of this provision shall be void.

19. **No Costs or Attorneys' Fees.** In the event of any litigation or other dispute resolution process arising out of this Contract, the Parties agree that each shall be responsible for its own costs and attorney's or other fees associated with any such action.

20. **Entire Agreement; Amendments.** This Contract (together with any exhibits hereto, which constitute parts of this Contract and which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among all of the Parties or their respective agents or representatives relating to the subject hereof are merged into this Contract. This Contract may be altered, amended, or revoked only by an instrument in writing signed by all of the Parties. Email and all other electronic (including voice) communications from any Party in connection with this Contract are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

21. **Applicable Law.** This Contract shall be governed by and construed according to Colorado law.

22. **Waiver.** The failure of one of the Parties to insist upon the strict performance of any provision of this Contract or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Contract or limit that Party's, or any other Parties',

right thereafter to any provision or to exercise any right.

23. **Captions**. All captions contained in this Contract are for convenience only and shall not be deemed to be part of this Contract.

24. **Counterparts**. This Contract may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

25. **Parties Bound by Agreement**. This Contract is binding upon the Parties hereto and upon their respective, legal representatives and successors.

26. **Construction**. All section, paragraph, and exhibit references used in this Contract are references to this Contract unless otherwise specified.

27. **Authorizations**. The governing bodies of each of the Parties have authorized by resolution the execution of this Contract.

28. **No Third Party Beneficiaries**. This Contract is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

29. **Force Majeure**. Subject to the terms and conditions in this paragraph, no party to this Contract shall be liable for any delay or failure to perform under this Contract due solely to conditions or events of force majeure, specifically (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonable prevented, (e) terrorism, (f) war, (g) riots, (h) pandemics, epidemics, or quarantines (either global, national, or local), or (i) governmental moratoriums, restrictions, or prohibitions, provided that: (A) the non-performing Party gives the other Parties prompt written notice describing the particulars of the occurrence of the force majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the actions taken to remedy the consequences of the force majeure event or condition. In the event of a change in municipal (or other local governmental entity), state, or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Contract in a manner consistent with the change that provides the Parties substantially the same benefits as this

Contract, provided, however, that no such reformation shall increase the obligations of any of the Parties. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than 365 days from its occurrence or inception as noticed pursuant to this Contract, all of the Parties not claiming force majeure may, at any time following the end of such one year period, terminate this Contract upon written notice to the Party claiming force majeure, without further obligation by any of the Parties; provided, however, that any such decision to terminate this Contract shall not be effective unless agreed to by all of the Parties not claiming force majeure.

30. **Non-Business Days**. If any date for any action under this Contract falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Federal Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

31. **Joint Draft**. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, drafted this Contract jointly.

32. **Non-Severability**. Each paragraph of this Contract is intertwined with the others and is not severable unless by mutual consent of the Parties.

33. **Effect of Invalidity**. If any portion of this Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

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

SPECIAL IMPROVEMENT DISTRICT NO. 2 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: Amber Pacheco

Name: Amber Pacheco

Title: Program Manager

ATTEST:

Name:

Title:

CITY OF MONTE VISTA, COLORADO

By:

Name: Forrest H. Newburg

Title: City Manager

ATTEST:

Name:

Title: City Clerk

Attachment D - Rio Grande Reservoir Storage Lease Agreement

STORAGE LEASE AGREEMENT
BETWEEN THE SAN LUIS VALLEY IRRIGATION DISTRICT
AND
THE CITY OF MONTE VISTA, COLORADO

THIS LEASE AGREEMENT, entered into on this 8th day of September, 2010 between the CITY OF MONTE VISTA, COLORADO, whose address is 4 Chico Camino, Monte Vista, Colorado 81144, hereinafter referred to as "Monte Vista," and the SAN LUIS VALLEY IRRIGATION DISTRICT, whose address is P.O. Box 637, Center, Colorado 81125, hereinafter referred to as the "Irrigation District" (collectively referred to herein as the "Parties").

RECITALS

A. The Irrigation District is a Colorado Irrigation District organized and existing under and pursuant to the Irrigation District Law of 1905, Article 41 of Title 37 C.R.S.

B. Monte Vista is a Home Rule City of the State of Colorado organized and existing under and pursuant to Article XX of the Colorado Constitution.

C. Monte Vista is developing an augmentation plan to provide augmentation water necessary to assure its ability to provide municipal water to its residents and others.

D. Monte Vista may use various water rights in its augmentation plan ("Subject Water Rights"), including, but not limited to:

1. Anderson Ditch;
2. Ben Ogle Ditch;
3. McDonald Ditch;
4. Lariat Ditch; and
5. Williams Creek Squaw Pass Ditch.

E. The parties wish to facilitate implementation of Monte Vista's augmentation plan by providing storage space in Rio Grande Reservoir for the Subject Water Rights. The parties acknowledge that some of the Subject Water Rights can be stored in Rio Grande Reservoir only by exchange.

F. The Irrigation District owns Rio Grande Reservoir located on the headwaters of the Rio Grande in Hinsdale County, Colorado, and owns water right priorities to store water therein.

G. This Lease will provide Monte Vista with firm storage space to facilitate operation of its augmentation plan, and provides the Irrigation District with funds to operate, maintain, repair and rehabilitate Rio Grande Reservoir to assure that it remains a safe and fully functioning dam and outlet works.

H. The Irrigation District is authorized to enter this Lease pursuant to C.R.S. § 37-41-156.

I. Monte Vista is authorized to enter this Lease pursuant to Article I, Section 2 of its Home Rule Charter.

DEFINITION OF TERMS

"Operation And Maintenance Costs" shall mean those costs incurred to operate and maintain Rio Grande Reservoir, including any administrative, overhead, or general expenses incurred by the Irrigation District, either directly or indirectly, in the operation and maintenance of Rio Grande Reservoir and in the administration of this contract.

"Rehabilitation Project" means the Rehabilitation Project or any portion of that Project, as described in the "Rio Grande Reservoir Multi-Use Rehabilitation and Enlargement Study – Phase II," prepared by CDM (the "Rehabilitation Study").

"Lease Execution Date" means the date this Lease Agreement is entered as set forth above.

"Firm Storage" means water stored in Rio Grande Reservoir that cannot be spilled or evacuated from the Reservoir, except as provided for in this Lease. Water stored by the Irrigation District pursuant to its water rights is considered "firm storage."

"Pro-rata Share" means Monte Vista's acre-feet of leased storage capacity divided by 51,113 acre-feet, the actual storage capacity of the Rio Grande Reservoir, or the restricted storage capacity of the Reservoir, whichever is less.

AGREEMENT

NOW THEREFORE, for and in consideration of the following covenants, terms and conditions, and in full consideration of other conditions as hereinafter set forth, it is hereby agreed by and between Monte Vista and the Irrigation District as follows:

1. Leased Capacity: The Irrigation District agrees to lease to Monte Vista up to a total of two hundred and forty (240) acre-feet of firm storage capacity in Rio Grande Reservoir. Monte Vista may use its firm storage capacity to store the Subject Water Rights for any decreed purpose or as approved by the State or Division Engineer. Monte Vista may carryover any water stored to subsequent water years, if legally permitted to do so, provided such carryover storage shall be counted against Monte Vista's leased firm storage capacity.

2. Lease Period: This Lease shall be for thirty (30) years, which period shall commence on the Lease Execution Date.

3. Payment: Monte Vista shall pay the Irrigation District for the Leased Capacity as follows:

a. [redacted] payable within 10 days following receipt of funds from the Colorado Water Conservation Board Construction Fund Loan.

b. [redacted] for one hundred and eighty (180) acre-feet of firm storage capacity payable within 10 days following receipt of funds from the Colorado Water Conservation Board Loan Fund and the earlier of:

i. The effective date of the proposed "Rules Governing the Withdrawal of Ground Water in Water Division No. 3;"
ii. Four (4) years from the effective date of the contract between Monte Vista and the CWCB; or
iii. Sixty (60) days following receipt of written notice from the Irrigation District of its needs for such funds to pay for the Rehabilitation Project, or some portion thereof.

c, The payment required under subparagraph 3.b (i) - (iii) above, shall be paid by Monte Vista to the Irrigation District in full regardless of whether Monte Vista's estimate of the firm storage capacity it requires is reduced between the Lease Execution Date and the date it is required to purchase its firm storage capacity pursuant to that subparagraph.

d. At the option of Monte Vista, thirty-five hundred dollars ($35,000) per acre foot for up to an additional sixty (60) acre-feet of firm storage capacity. This option shall expire three (3) years after payment by Monte Vista to the Irrigation District under subparagraph 3.b. immediately above.

4. Operation, Maintenance and Repair:

a. The Lease Payment shall include Monte Vista's share of all Rio Grande Reservoir annual Operation and Maintenance Costs for five (5) years following the payment described in paragraph 3.b above. Thereafter, Monte Vista shall pay the Irrigation District its pro-rata share of all annual Operation and Maintenance Costs necessary to maintain Rio Grande Reservoir for the preceding twelve months.

b. The Irrigation District shall provide Monte Vista an invoice for its pro-rata share of the annual Operation and Maintenance Costs no later than the 31st day of October of each year, which amount shall be paid by Monte Vista within 30 days of the date of the invoice.

c. The Irrigation District shall be responsible for and furnish all personnel necessary for the annual operation and maintenance of Rio Grande Reservoir,

including, but not limited to, reading and operating gauges, valves, and gates, maintenance of District property including the caretaker's house, and normal preventative maintenance.

5. Storage and Release of Subject Water Rights: The Irrigation District shall be responsible for all aspects of the operation of Rio Grande Reservoir. Monte Vista shall provide the Irrigation District a proposed monthly release schedule on or before April 1st of each year. The Irrigation District will attempt to store and release the Subject Water Rights as directed by Monte Vista, provided however, that storage, release, and spill of the Subject Water Rights is subject to the terms and conditions of this Lease and the direction of the Division Engineer. The Irrigation District cannot guarantee, but shall make its best efforts to assure that storage or release of the Subject Water Rights is accomplished at the rates of flow requested. Monte Vista shall have a right proportionate to its share of the firm storage capacity to use the Reservoir's inflow and outlet facilities and capacities. The Irrigation District maintains and reserves the right to operate the Reservoir, store, release, or spill water therefrom at such times and in such manner as is required by the State or Division Engineer or as reasonably determined by the District for safe reservoir operation.

6. Augmentation Plan.

a. Monte Vista agrees to keep the Irrigation District fully advised in the adjudication of Monte Vista's augmentation plan and changes of water rights which involve Monte Vista's storage of water in Rio Grande Reservoir, including providing the District with all engineering reports provided to any party, and proposed decrees and stipulations prior to filing with the court.

b. The Irrigation District agrees that it will cooperate with Monte Vista to address any concerns or issues raised by objectors regarding the use of Rio Grande Reservoir in the water court, administrative or other proceedings for approval of the modifications to the Subject Water Rights necessary to obtain Monte Vista's augmentation plan, which may include appropriative rights of exchange, or any applications for substitute water supply plans, interruptible water supply agreements, or other water court or administrative applications involving the Subject Water Rights prior to obtaining an augmentation plan. The Irrigation District further agrees that it will not oppose Monte Vista's applications in water court, administrative or other proceedings pertaining to Monte Vista's augmentation plan unless it has first consulted in good faith with Monte Vista for the purpose of determining whether there are means by which the filing of any such opposition can be avoided. Monte Vista agrees that it will not oppose and will consent to the Irrigation District's intervention in any water court, administrative or other proceeding relating to Monte Vista's augmentation plan following good faith consultation between the District and Monte Vista.

c. The Irrigation District is a member of the Rio Grande Water Users Association (the "Association"). Nothing in this Lease, including this paragraph 6, shall

restrict in any manner or circumstance any opposition, objections or other actions taken by the Association with respect to any proceeding initiated by Monte Vista.

7. Hold Order or Other Storage Capacity Restriction: If Rio Grande Reservoir's storage capacity is subject to a lawful hold order or is otherwise limited to less than 51,113 acre-feet, the Irrigation District shall stop storing all non-firm water. Monte Vista shall be entitled to use its pro-rata share of the total reduced storage capacity in the Reservoir. The provisions of paragraph 5 of this Lease shall apply to the reduced storage capacity during the period the storage capacity is limited. When all or a portion of the Reservoir's storage capacity is restored, Monte Vista's pro-rata share shall also be restored. Under no circumstances shall Monte Vista be entitled to any refund of any Lease Payment previously paid to the Irrigation District.

8. Emergency Release: If the Irrigation District is required to release water from Rio Grande Reservoir because of an emergency or order of the State or Division Engineer, it will cooperate with Monte Vista and the Division Engineer to plan the release of Monte Vista's stored water in a manner that the Division Engineer agrees will meet Monte Vista's augmentation requirements or other decreed purposes, and then take the following steps:

First: It will release all non-Irrigation District spillable water;

Second: It will release all Irrigation District water that it can legally divert at the Farmers Union Canal headgate or some other location agreed to by the State or Division Engineer;

Third: It will endeavor to exchange stored water to Santa Maria and/or Continental Reservoirs. Any stored water so exchanged will be divided pro-rata between the Irrigation District, Monte Vista, and any other entity with firm storage in Rio Grande Reservoir; and,

Fourth: It will release pro-rata the water stored by the Irrigation District, Monte Vista, and any other entity with water in firm storage in Rio Grande Reservoir.

9. Enlargement: If Rio Grande Reservoir is enlarged and its current storage capacity of 51,113 acre-feet is increased, Monte Vista's pro-rata share used to calculate its share of Reservoir costs and expenses as set forth in this Lease shall be recalculated. Monte Vista shall have the option to obtain additional storage capacity in an enlargement subject to agreement with the Irrigation District.

10. Potential Reservoir Rehabilitation: The Irrigation District is seeking funding for rehabilitating the dam, outlet works, and spillway at Rio Grande Reservoir. To the extent the Rehabilitation Project or a portion of that Project as described in the Rehabilitation Study is funded and is constructed during the Lease term, Monte Vista shall not be charged or assessed any costs or expenses related to the construction of that Project.

11. Seepage and Evaporation: Monte Vista agrees to a proportionate allocation of the loss of water for seepage and evaporation of water stored in Rio Grande Reservoir. Evaporation loses shall be assessed as determined by the Division Engineer, if such evaporation losses are assessed to Rio Grande Reservoir. If the seepage can be measured, subject to the agreement of the Division Engineer and, if required by the Water Court, Monte Vista may account for the seepage to meet its augmentation requirements and the amount of seepage accounted for in this manner will be deducted from Monte Vista's stored water.

12. Assignment: The right to use storage capacity in Rio Grande Reservoir as provided for in this Lease shall not be separately assigned or sublet by Monte Vista to any other person, firm, or organization unless agreed to in writing by the Irrigation District, which agreement shall not be unreasonably withheld.

13. Accounting: The Irrigation District, after consultation with Monte Vista, shall implement and utilize such reservoir accounting procedures to effectuate this Lease as may reasonably be required by the Division Engineer.

14. No Abandonment: By entering this Lease and storing the Subject Water Rights, the Irrigation District does not and does not intend to abandon, relinquish, or forfeit any amount of water associated with its water rights decreed for storage in Rio Grande Reservoir.

15. Legal Right to Store: Monte Vista is solely responsible for assuring that the Subject Water Rights may be legally stored in Rio Grande Reservoir and can be used for the purposes designated by Monte Vista upon release from the Reservoir.

16. Delivery: Monte Vista shall take delivery of any Subject Water Rights stored in Rio Grande Reservoir at the point the Reservoir outlet works discharge into the Rio Grande. The Irrigation District shall have no obligation or responsibility for delivery of the Subject Water Rights stored in Rio Grande Reservoir downstream of the Reservoir's outlet works.

17. Water Quality: The Irrigation District provides no warranty but shall make reasonable efforts to operate Rio Grande Reservoir in a manner that does not impair the quality of the water stored in the Reservoir, including water stored by Monte Vista.

18. Waiver: Monte Vista waives any loss or claim of loss against the Irrigation District, its employees and agents, for the Irrigation District's operation of Rio Grande Reservoir.

19. Indemnification: To the extent authorized by law, Monte Vista shall indemnify, save, and hold harmless the Irrigation District, its employees and agents, against any and all claims, damages (including, but not limited to, state owned natural resources), liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by the Irrigation District, or its employees, agents, subcontractors, or assignees in the operation of Rio Grande Reservoir pursuant to the terms of this Lease.

20. Use of the Reservoir for Recreational Purposes: Notwithstanding any other provision of this Lease to the contrary, none of the Lease's terms or condition shall be construed or interpreted as a waiver, either expressed or implied, of the limitations on the Irrigation District's potential liability that may arise from use of its property by members of the public for public recreational purposes under the provisions of Article 41 of Title 33, C.R.S., as amended or as it may be amended.

21. TABOR. This agreement is subject to annual appropriation of funds for each and every year of the Lease, and nothing herein contained shall be construed in a manner to violate Article 10, Section 20 (TABOR) of the Colorado Constitution.

22. Governmental Immunity: Notwithstanding any other provision of this Lease to the contrary, none of the Lease's terms or conditions shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protections provided to Monte Vista or the Irrigation District under the Colorado Governmental Immunities Act, 24-10-101, *et seq.* C.R.S., as amended or as it may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted).

23. Option to Renew: Monte Vista shall have the right to renew this Lease for additional terms of thirty (30) years fo[redacted]per acre-foot, adjusted by the change in Bureau of Labor Statistics' Consumer Price Index (CPI) CPI-U (CPI for all urban consumers, U.S. city average, all items) from the date of this Storage Lease Agreement to the effective date of such renewal.

24. Termination: Monte Vista may terminate this Lease on sixty (60) days written notice at any time after it has paid the Irrigation District for up to one hundred eighty (180) acre-feet of firm storage capacity pursuant to paragraph 3.b. above. If Monte Vista exercises its right to terminate under this paragraph, the Irrigation District shall have no obligation to return any funds previously paid by Monte Vista to the District.

25. Default: If Monte Vista defaults in the performance of any of its obligations under this Lease, then (a) the Irrigation District will give Monte Vista written notice of the default; and (b) Monte Vista will have thirty (30) days thereafter to cure the default unless cure of the default will reasonably require more than thirty (30) days, in which case Monte Vista will have thirty (30) days to undertake substantial action to cure the default and thereafter diligently complete the curative actions. If Monte Vista fails to cure the default, then the Irrigation District, in addition to any other remedies that may be available at law or in equity, will have the right to terminate this Lease by written notice to Monte Vista.

26. Dispute Resolution: The parties agree that should any dispute arise under this Lease, they will submit such dispute to non-binding mediation prior to seeking to enforce such Agreement in court. If the Parties litigate any provision of this Agreement for a breach or default under this Lease, the non-prevailing Party will pay to the prevailing Party all reasonable costs and expenses, including but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing Party in preparation for and at trial, and on any appeal.

27. Force Majeure: If at any time, the Irrigation District is unable to provide storage or release of water at Rio Grande Reservoir pursuant to this Lease, by reason of an act of God or other forces beyond the District's control, state law, rule or order, then for the period of time storage cannot be provided, this Lease shall be held in abeyance and be of no force or effect.

28. Reservoir not a Public Water System: The Parties agree that by providing Monte Vista firm storage capacity in Rio Grande Reservoir, the Irrigation District is neither operating nor including the Reservoir in a "public water system," a community water system," or a "non-community water system" as those terms are defined in the Safe Drinking Water Act, 42 U.S.C. §§ 300f – 300j-26, that the District is not a provider of drinking water within the meaning of the Safe Water Drinking Act, and that the District has no responsibilities to Monte Vista or its citizens under the Safe Water Drinking Act. The Parties further agree that the Irrigation District has no obligation to Monte Vista or its citizens under the Colorado Drinking Water Quality statute, C.R.S. § 25-1-107(x), or under the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1.

29. Authority: Each Party hereby warrants and represents that it has the full right and lawful authority to enter into this Lease and has taken all actions required to make this Lease binding on the Party.

30. Notices: Any notice, demand, or election under this Lease must be in writing and must be given in person or mailed by registered or certified mail, addressed as follows:

If to the Irrigation District:

San Luis Valley Irrigation District
Attention: Superintendent
296 Miles Street
PO Box 637
Center, Colorado 81125

If to Monte Vista:

City of Monte Vista
Attention: City Manager
4 Chico Camino
Monte Vista, Colorado 81144-1016

31. Recording: This Lease shall be recorded by Monte Vista in the real property records of Rio Grande and Hinsdale Counties.

32. Modification: This Lease may be modified as necessary by mutual consent of both parties as set forth in a signed and dated written amendment. Each party assumes all risks, liabilities, and consequences of performing work outside the specified scope of this Lease without a prior approved amendment. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter of this Lease. No representations, warranties, or agreements have been made by the Irrigation District or Monte Vista to one another with respect to this Lease except those contained herein.

33. No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Lease shall give or allow any such claim or right of action by any other third party on such Lease. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

34. Assignment: No Party may assign this Lease, parts hereof, nor its rights hereunder without the express written consent of the other Party.

35. Strict Observation of Terms: The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease shall not be considered as a waiver or relinquishment in any future case of any of the terms of this Lease.

36. Binding Effect: This Lease shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

37. Unenforceable Provisions: If any provision of this Lease is determined to be unenforceable or invalid, then such provision of the Agreement shall be unenforceable and invalid, and the remainder of this Lease shall remain in full force and effect to the extent practicable unless both Parties agree otherwise.

38. Captions: The captions of this Lease are for convenience of reference only, are not part of this Lease, and do not define or limit any of the terms of this Lease.

Unless the context clearly requires otherwise, the singular includes the plural, and vice versa.

39. Legal Counsel: Each Party to this Lease has engaged legal counsel to negotiate, draft, and/or review this Lease. Therefore, in the construction and interpretation of this Lease, the Parties agree that it will not be construed against either Party on the basis of authorship.

40. Governing Law: This Lease is governed by the laws of the State of Colorado in all respects including matters of validity, construction, performance, and enforcement. Venue for any action arising out of this Lease is proper only in the District Court of Saguache County, State of Colorado.

[The rest of this page intentionally blank.]

The Parties have signed this Lease effective on the date stated at the beginning of this Lease.

SAN LUIS VALLEY IRRIGATION DISTRICT

By: Randall Palmgren
Randall Palmgren, President

THE CITY OF MONTE VISTA

By: Jose "Art" Medina
Jose "Art" Medina, Mayor

STATE OF COLORADO)
) ss
COUNTY OF Saguache)

The foregoing instrument was subscribed and sworn before me this 8th day of ~~July,~~ September 2010, by Randall Palmgren as President of the Board of Directors of the San Luis Valley Irrigation District.

Witness my hand and official seal.

My commission expires: 6/20/2012

Amy S. Mar
Notary

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed and sworn before me this 9th day of September 2010, by Jose "Art" Medina as Mayor of the City of Monte Vista.

Witness my hand and official seal.

My commission expires: 4-27-11

Rhonda Valdez
Notary

STATE OF COLORADO
NOTARY PUBLIC
RHONDA VALDEZ

WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT ("Agreement") is entered into this 25th day of January, 2024, between the Rio Grande Water Conservation District ("District") and the City of Monte Vista, Colorado ("City") (together, "the Parties" or individually as "Party").

RECITALS

A. City owns a total of 31.92 percent of Anderson Ditch Priorities 90 and 143, a pro-rata interest that amounts to 4.23 cfs;

B. City has filed a water court application that is currently pending as Case No. 16CW3024, District Court, Water Division 3, seeking approval of changes of water rights, conditional appropriative rights of exchange, and a plan for augmentation;

C. One of City's claims in Case No. 16CW3024 is to change 3.23 cfs of its 4.23 cfs interest in Anderson Ditch Priorities 90 and 143 from irrigation use to other uses that include exchange, replacement, and augmentation;

D. Under the plan for augmentation sought by City in Case No. 16CW3024, City seeks to use its changed Anderson Ditch water rights for replacement and augmentation of injurious stream depletions caused by the pumping of certain of the City's confined and unconfined wells by returning the fully consumable historical depletions of its changed Anderson Ditch water rights to the Rio Grande, by either leaving its pro-rata portion in the Rio Grande or returning the historical depletion amounts of those water rights to the Rio Grande using future augmentation stations or measurement structures;

E. City also seeks approval in Case No. 16CW3024 to exchange the changed Anderson Ditch water rights upstream to storage in Rio Grande Reservoir for later release for replacement on the Rio Grande and/or other decreed uses;

F. Since May 1, 2021, during the pendency of Case No. 16CW3024, City has operated a substitute water supply plan ("SWSP") approved by the Colorado Division of Water Resources ("DWR") that has included City's storage of exchanged Anderson Ditch credits in Rio Grande Reservoir;

G. City currently owns 164.24 acre-feet ("AF") of water stored in Rio Grande Reservoir under the SWSP;

H. Also during the pendency of Case No. 16CW3024, City has contracted with Subdistrict No. 2 and Subdistrict No. 6 for replacement of injurious stream depletions ("Subdistrict Contracts");

I. Because the Subdistrict Contracts cover the majority of City's injurious stream depletions during the time period before the court enters a final decree in Case No. 16CW3024, City does not have an immediate need for all of its water currently stored in Rio Grande Reservoir, and now seeks to lease 160 AF of that water to others on a temporary basis ("Excess Stored Water");

J. District, through its six subdistricts, has a need to remedy injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells located throughout the San Luis Valley, and District seeks surface water supplies to use in its subdistricts' annual replacement plans as available sources to remedy injurious depletions; and

K. District therefore desires to purchase from City, and City desires to lease to the District, Excess Stored Water on the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from April 1, 2024, through March 31, 2025 ("Lease Term").

2. Quantity and Source of Leased Water. Subject to the terms herein, City will lease to District all 160 AF of the Excess Stored Water ("Leased Water") immediately upon both Parties' execution of this Water Lease Agreement, at which time the Parties will book over the Excess Stored Water to District's Rio Grande Reservoir account. City will submit a 2024 Substitute Water Supply Plan (SWSP) request to the Colorado Division of Water Resources (DWR) in late January 2024, which will seek the approval of District's use of the City's Excess Stored Water. Once DWR approves that SWSP, the District may use the Leased Water for its replacement uses.

3. Availability of Leased Water.

   3.1 Leased Water Supplied to District. Once the Leased Water is booked over to District's Rio Grande Reservoir account, such water will become the property of District.

   3.2 Leased Water Limitations. Once the Leased Water is booked over to District's Rio Grande Reservoir account, District shall bear sole responsibility for coordinating with the San Luis Valley Irrigation District ("SLVID"), which is the owner and operator of Rio Grande Reservoir, and DWR in order to release Leased Water from Rio Grande Reservoir for District's subsequent use. District will also be responsible for its regular DWR accounting requirements for the replacement use of its Leased Water. Notwithstanding any other provision in this Agreement, City's obligation to provide Leased Water to District is expressly conditioned on the legal and physical availability of Excess Stored Water under City's permits, decrees and water rights and shall be subordinate to City's water needs.

3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used herein, "force majeure" means any delay or failure of performance under this Agreement caused by events beyond a Party's reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to City, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) pandemics, epidemics, or quarantines (either global, national, or local). To the extent that a Party's performance is postponed or excused by an event of force majeure, the other Party's corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

4.1 City shall deliver the Leased Water to District in Rio Grande Reservoir (WDID No. 2003554), more particularly described as being located in the NW1/4, SW1/4 of Section 13, Township 40 North, Range 4 West, NMPM, Hinsdale County, Colorado. Further described as 1558 feet from the South section line and 167 feet from the West section line of said Section 13. UTM Zone 13 North NAD83: X – 300,194 Y – 4,177,218 ("Delivery Point").

4.2 Once the Leased Water is delivered to the Delivery Point by booking over the Leased Water into District's Rio Grande Reservoir account, District shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to District's point(s) of use of the Leased Water.

5. Accounting.

5.1 City shall maintain accounting of the delivery of Leased Water to the Delivery Point for District and shall incorporate that accounting into City's SWSP accounting. Upon District's request, City shall supply such.

accounting and other information as District, SLVID, or the Division Engineer for Water Division 3 may require to implement this Agreement for District's use of the Leased Water.

5.2 District shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to DWR, as required by the Division 3 Engineer. Upon request, City may review District's accounting provided to DWR, within 30 days of the end of the month being accounted for.

6. Price. District agrees to pay City the price of [redacted] per acre-foot of Leased Water delivered by City to District. District's payments to City pursuant to this Agreement are non-refundable and are not contingent upon whether the Leased Water is actually used by District so long as City delivered the Leased Water to the Delivery Point.

7. Payment. District shall make two lump sum payments to City for the Leased Water. The first payment of [redacted] shall be made within 30 days of the full execution of this Agreement. The second payment of [redacted] shall be made within 30 days of City and/or District obtaining an approved SWSP authorizing District's use of the Leased Water.

8. Failure to Pay. If District fails to make the first payment described in Paragraph 7 above, the full amount of Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the Leased Water in Rio Grande Reservoir for a period of one year. If District makes the first payment described in Paragraph 7 above, but fails to make the second payment, then 80 AF of the Leased Water shall revert to City's ownership and will be booked over to City's storage account in Rio Grande Reservoir. Under that circumstance, this Agreement may be terminated in full by City, City will have no obligation to provide any Leased Water to District other than the 80 AF paid for by District's first payment, and District will be responsible for any costs, assessments, or other fees incurred by City for storage of the remaining 80 AF of Leased Water booked back over to City's storage account for a period of one year.

9. Use of Leased Water.

9.1 District Approvals. District is responsible for ensuring that its use of the Leased Water complies with all existing judicial or administrative approvals, or for obtaining new judicial or administrative approvals, as may be necessary to use the Leased Water on a temporary basis. The Parties expressly acknowledge that City will seek approval of District's use under its 2024 SWSP request associated with Division 3, Case No.

16CW3024. However, a separate approved SWSP pursuant to section 37-92-308, C.R.S. may be necessary for the District to put the Leased Water to certain uses. No such plan or approval sought by District for use of the Leased Water may involve a change or review of City's water rights in water court.

9.2 City's Role. If District seeks approval of a new SWSP to use the Leased Water, City will reasonably cooperate with District and supply necessary data and other information as District deems necessary to pursue the SWSP. District shall provide any SWSP application or notice to City for review and comment prior to submittal to DWR.. City may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal at City's sole expense.

9.3 Termination to Protect City's Water Rights. District agrees that it will use its best efforts not to jeopardize City's water rights by taking any action that causes or potentially could cause a reopening of any of City's water court decrees or the City's prosecution of its claims in Case No. 16CW3024. If a third party seeks review of City's water rights or decrees in water court in connection with District's use of the Leased Water in a SWSP or other approval from DWR, City, in its sole discretion and upon prior notice to District, may terminate this Agreement. District acknowledges that, following the expiration or termination of this Agreement, City has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from DWR.

9.4 Other Permits / Approvals. District is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for District to use the Leased Water under this Agreement. Upon City's request, District shall provide copies of any such authorizations, approvals, and/or permits to City.

10. City's Title. City 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. City 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.

11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of City's water rights to District.

12. Untreated Water. The Leased Water delivered to District under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Stored Water. Delivery of the Leased Water under this Agreement is on an "as is" basis only. City makes no warranty, express or implied, concerning the quality of the Leased Water. Further, City expressly disclaims any implied

warranties of the Leased Water's merchantability or fitness for a particular purpose.

13. Responsibility for Use and Indemnification. District shall bear all responsibility for its use of the Leased Water upon City's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, District must defend, indemnify, and hold City harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from District's use of the Leased Water after City's delivery of the Leased Water as provided for in this Agreement. In the event that District is obligated to indemnify City, it may terminate this Agreement, subject to its obligations to City for its prior use of the Leased Water.

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

15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are 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 is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To City:

City Manager
City of Monte Vista
95 West 1st Avenue
Monte Vista, CO 81144
Email: gdennis@ci.monte-vista.co.us

To District:

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

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

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within 10 days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.

17. No Continuing Duty to Supply Water. City has no obligation to supply water to District after this Agreement expires or is otherwise terminated.

18. Miscellaneous Provisions.

18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

18.2. 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 City or District to one another with respect to this Agreement.

18.3. Survival. Each of the representations and warranties made by City and District 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.

18.4. 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. 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 Colorado Rules of Civil Procedure, Rule 6, then the relevant date will be extended automatically until the next business day.

18.5. Non-Severability - Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of City and District. 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.

18.6. 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.

18.7. 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. City may not assign its rights or delegate its duties hereunder without the prior written consent of District, which consent shall not be unreasonably withheld. District may not assign its rights hereunder to any other person or entity, except to any of its subdistricts, without the prior written consent of City, which consent shall not be unreasonably withheld.

18.8. 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 Rio Grande County, State of Colorado.

18.9. 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.

18.10. Recording. District may record this Agreement or a Memorandum of this Agreement.

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

18.12. 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 cannot be construed against any Party on the basis of authorship.

18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party

has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

CITY OF MONTE VISTA

Gigi Dennis 01-31-24

Gigi Dennis, City Manager Date

RIO GRANDE WATER CONSERVATION DISTRICT

Amber Pacheco 1/25/2024

Amber Pacheco, Deputy General Manager Date

Attachment F - Trosper Ranch Parcel Dry-up Covenant

Instrument Book Page
201000 0057 OR 551 1020

201000410057
Filed for Record in
RIO GRANDE
SANDRA J JACKSON, RECORDER
11-01-2010 At 02:40 pm.
DRY-UP CVNT 21.00
OP Book 551 Page 1020 - 1022

DRY-UP COVENANT

THIS COVENANT, is made and entered into this 27TH day of October, 2010, by and between Sun Peaks Land Co., LLC, a Colorado Limited Liability Company ("Grantor"), whose address is 46920 C.R.E, Center, Colorado, 81125, and the City of Monte Vista, Colorado, a Colorado Municipal Corporation ("City" or "Grantee").

GRANTOR COVENANTS permanently to cease all agricultural irrigation of, and permanently remove from irrigation, the lands historically irrigated by the Anderson Ditch water rights conveyed to City without the express written permission of the City, except, however, that the lands may continue to be irrigated with water provided from a source other than that conveyed to Grantee to the extent allowed by law and not inconsistent with any other provision set forth herein. Such lands are described on Exhibit A attached hereto. Grantor further covenants to do any work to comply with the terms of any order or decree of the District Court, Water Division No. 3, State of Colorado, including, but not by way of limitation, any provisions concerning monumenting or other means of designating the lands or otherwise providing for enforcement of, or prohibiting irrigation of the lands above-referenced, including modification or elimination of structures for irrigation of such lands. Any expense associated with such required modification or elimination of structures will be borne by Grantee. Any court-imposed revegetation obligations shall be the sole responsibility of the Grantor.. The Covenant shall forever burden the land described in Exhibit A, and shall forever be enforceable against and be binding upon Grantor and Grantor's heirs, agents, successors, and assigns, for the benefit of Grantee and Grantee's agents, successors, and assigns, as the owner of the water rights conveyed pursuant to the Option to Purchase Water dated May 20, 2010.

This Dry-Up Covenant shall be recorded in the real property records of Rio Grande County, Colorado.

IN WITNESS WHEREOF, Grantor has executed this Covenant on the date first above written.

Sun Peaks Land Company, LLC,

Grantor

By _____

Its PRESIDENT

Instrument 201000410057 OR Book 551 Page 1021

STATE OF COLORADO)
) ss.
COUNTY OF RIO GRANDE)

Subscribed under oath before me this 29th day of ~~June~~ Oct, 2010, by Sun Peaks Land Company, LLC by Don Toews, President, as Grantor.

Witness my hand and official seal.

MY COMMISSION EXPIRES
ON 8/25/2012
My Commission Expires

NOTARY PUBLIC

Attachment F - Trosper Ranch Parcel Dry-up Covenant

EXHIBIT A

Instrument 201000410057 OR Book 551 Page 1027

SUN PEAKS LAND COMPANY, LLC
PROPERTY DESCRIPTION

NE ¼ , Section 35 Township 39 North, Range 7 East, N.M.P.M. Rio Grande County, Colorado.

The land referred to in Schedule A is situated in the State of Colorado, County of Rio Grande and is described as follows:

The Northeast Quarter of Section THIRTYFIVE, Township THIRTYNINE North, Range SEVEN East, New Mexico Principal Meridian;

LESS a portion of the SE ¼ of the NE ¼ of Section 35, T. 39 N., R. 7#., N.M.P.M., more particularly described as follows: Commencing at a fence corner 30 feet south and 30 feet West of the Northeast corner of said SE ¼ of the NE ¼ of said Section 35, as the place of beginning; thence south along the West side of State Highway No. 10 and parallel to the East side of said 40 acre tract, 150 feet; thence North 45° West to a point on the South side of said Highway No. 10, 150 feet West of the place of beginning; thence East to the Place of beginning.

LESS That fraction of the SW ¼ NE ¼ Section 35, Township 39 North, Range 7 East, N.M.P.M., located North of the right-of-way from U.S. Highway No. 160 and Southerly of the Rio Grande and San Luis canal, more particularly described by metes and bounds as follows, to-wit: Beginning at the Northwest corner of the fraction herein described, which corner is identical with the point of intersection of the West line, as fenced, of said NE ¼ Section 35 and the center of said canal, whence the North Quarter of said Section 35 bears North, 0° 05' 00" East, 2114.74 feet distant; thence along the center of said canal the following courses; North 70° 15' 05" East, 121.16 feet; North 76° 04' 20" East, 79.00 feet; North 89° 51' 45" East, 78.96 feet; South 75°36'35" East, 86.10 feet; South 60 33' 40" East, 86.10 feet; South 43° 12' 20" East, 79.63 feet; South 55° 05' 15" East, 107.52 feet; South 71° 48' 50" East, 173.55 feet; South 53° 18' 00" East, 77.80 feet; South 59° 51'25" East, 102.68 feet; South 66° 52' 45" East, 140.34 feet and South 55° 35' 15" East, 243.43 feet to its point of intersection with the north limit of said highway right-of-way, which point is identical with the Southeast corner of the fraction herein described; thence North 89° 46' 45" West, 1217.37 feet along the north limit of said highway right-of-way to its point of intersection with the projection of the West line, as fenced, of said NE ¼ Section 35, which point is identical with the Southeast corner of the fraction herein described; thence North 0° 05' 00" East, 463.37 feet along the West line, as fenced, and its southerly projection to the place of beginning. From 8:00 A.M., November 1, 1985

Attachment G - Valley Choice Parcel Dry-up Covenant

201200414427
Filed for Record in
RIO GRANDE
CINDY HILL, RECORDER
04-24-2012 At 02:38 pm.
COVENANTS 11.00
OR Book 559 Page 1526 - 1526

Re-record to attach legal description, Exhibit A

DRY-UP COVENANT

THIS COVENANT, is made and entered into this 20th day of April, 2012, by and between Lancaster Investment, LLC, a Colorado Limited Liability Company ("Grantor"), whose address is 1120 Park Avenue, Monte Vista, Co 81144 and the City of Monte Vista, Colorado, a Colorado Municipal Corporation ("City" or "Grantee").

GRANTOR COVENANTS permanently to cease all agricultural irrigation of, and permanently remove from irrigation, the lands historically irrigated by theAnderson Ditch water rights conveyed to City by Grantor, except, however, that the lands may continue to be irrigated with water provided from a source other than that conveyed to Grantee to the extent allowed by law and not inconsistent with any other provision set forth herein and except as the City may allow usage of said water by Grantor(or any Grantee to whom Grantor may convey or lease said land)pursuant to lease pending approval of its plan of augmentation. Such lands are described on Attachment A appended hereto. Grantor covenants to perform any and all work necessary to "dry up" said lands and to bear the expense of the same. Grantor further covenants to allow the Grantee to do any work to comply with the terms of any order or decree of the District Court, Water Division No. 3, State of Colorado, including, but not by way of limitation, any provisions concerning monumenting or other means of designating the lands or otherwise providing for enforcement of, or prohibiting irrigation of the lands above-referenced, including modification or elimination of structuresfor irrigation of such lands which may be deemed necessary by the Office of the State Engineer (SEO) (and which is not performed by Grantor) at Grantor's expense. Any court-imposed re-vegetation obligations shall be the sole responsibility of the Grantor (as landowner) and Grantor covenants to perform any of such re-vegetation

This Covenant shall forever burden the land described inAttachment A, and shall forever be enforceable against and be binding upon Grantor and Grantor's heirs, agents, successors, and assigns, for the benefit of Grantee and Grantee's agents, successors, and assigns, as the owner of the water rights conveyedpursuant to the Contract to Purchase Water dated April 20, 2012.

This Dry-Up Covenant shall be recorded in the real property records of Rio Grande County, Colorado.

IN WITNESS WHEREOF, Grantor has executed this Covenant on the date first above written.

Lancaster Investment, LLC

By _____
Operating Manager

Attest:

_____
Secretary

STATE OF COLORADO)
)ss.
COUNTY OF RIO GRANDE)

Subscribed and sworn before me this 20th day of April, 2012, by Lancaster Investment, LLC, by Dan Burns as Operating Manager.

Witness my hand and official seal.

MY COMMISSION EXPIRES
ON 8/25/2012
My Commission Expires

_____
Notary Public

Instrument 201200414424 OR Book 559 Page 1523

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the NW1/4 NW1/4 Section 36, Township 39 North, Range 7 East, N.M.P.M., Rio Grande County, Colorado, between the center of the Lariat Ditch and the South line of said NW1/4 NW1/4, as fenced, which tract is more particularly described by metes and bounds as follows, to-wit: Beginning at the Southeast corner of the tract herein described, a point on the South line of said NW1/4 NW1/4 Section 36, as fenced, whence the center of said Section 36, Township 39 North, Range 7 East, N.M.P.M. as established by the Northwest corner of the Second West Side Addition to the City of Monte Vista bears South 45° 43' East,1955.18 feet distant, and also whence the East quarter corner of said Section 36 bears South 71° 19' East, 4265.31 feet distant; thence North 8° 00' East, 70.44 feet to the Northeast corner of the tract herein described a point in the center of the Lariat Ditch; thence following the meanders of the center of the Lariat Ditch to the Northwest corner of the tract herein described as follows: North 79° 25' West, 138.60 feet; South 82° 51' West, 142.71 feet; North 86° 57' West, 237.48 feet; thence North 50° 29' West, 460.59 feet; thence North 72° 23' West, 196.52 feet: thence North 72° 08' West, 203.53 feet to the Northwest corner or the tract herein described, the point of intersection of the center of said Lariat Ditch with the East limit of the County Road between Sections 35 and 36, Township 39 North, Range 7 East, N. M. P.M., as fenced; thence South 0° 05' East, 362.18 feet along the East limit of said County Road, as fenced, to the Southwest corner of the tract herein described, and identical with the Northwest corner of a tract formerly sold to Hubert W. Wyland and Frances F. Wyland; thence South 89° 10' East, 170.00 feet to the Northeast corner of said tract formerly sold to Hubert W. Wyland and Frances F. Wyland; thence South 2 ° 00' E., 125.00 feet to the Southeast corner of said tract formerly sold to Hubert W. Wyland and Frances F. Wyland; thence South 89° 10' East, 1066.75 feet along the South line of said NW1/4 NW1/4, as fenced, to the place of beginning.

Any and all water rights in the Anderson Ditch including any interest in 1.5 cfs of the Anderson Ditch, Priority No. 90 with an appropriation date of May 31, 1875 and Priority No. 143 with an appropriation date of May 31, 1877, as adjudicated In the Matter for the Adjudication of the Priorities of Water Rights in Water District No. 20, Final Decree, Costilla County District Court, May 1, 1896 together with 33.7 shares of the Consolidated Ditch and Headgate Company.

LESS AND EXCEPT

A tract of land located in the Northwest corner of the above larger tract of land hereinabove described and is at the point of intersection of the center of said Lariat Ditch with the East limit of the County Road between Sections 35 and 36, Township 39 North, Range 7 East, N.M.P.M., which point is the Northwest corner of the tract herein conveyed and is the point of beginning; Thence South 0° 05' East 180.00 feet; Thence South 89° 10' East, 240 feet; Thence North 0° 05' West to the center of said Lariat Ditch; Thence in a Westerly direction along the Center line of said Lariat Ditch to the point of beginning.

Copy

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February 1, 2024

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Office of the State Engineer
Melissa van der Poel
Team Leader, Divisions 2, 3, 7
1313 Sherman Street, Room 821
Denver, CO 80203

Re: City of Monte Vista - Substitute Water Supply Plan Renewal Request in Case No. 16CW3024

On behalf of the City of Monte Vista (City or Monte Vista), SGM is submitting this Substitute Water Supply Plan (SWSP) renewal request pursuant to Colorado Revised Statutes (C.R.S.) 37-92-308(4) for the 2024 Plan Year of May 1, 2024, through April 30, 2025. In Monte Vista's Division 3 Water Court application in Case No. 16CW3024, the City is seeking a decree for changes of irrigation water rights, conditional appropriative rights of exchange on the Rio Grande, and approval of a plan for augmentation. This SWSP requests a renewal for the temporary approval to use a portion of the pending change of water rights, operation of conditional appropriative rights of exchange on the Rio Grande (through administrative approval), and future augmentation of post-pumping injurious stream depletions associated with its use of the City's unconfined wells in accordance with the Division 3 Groundwater Rules. The SWSP renewal request summarized herein describes depletions associated with the City's groundwater pumping and subsequent replacement plan to the Rio Grande and its tributaries.

As was approved in the City's 2023 SWSP, for the 2024 Plan Year Monte Vista seeks to lease 160 acre-feet (AF) of its fully consumable Anderson Ditch water previously exchanged and stored in Rio Grande Reservoir under the City's 2023 approved SWSP to the Rio Grande Water Conservation District (RGWCD) for its, and/or for its subdistricts (Subdistricts), augmentation, replacement, remedy, including by substitution and exchange, and for use as part of any of the RGWCD's or its Subdistricts' Annual Replacement Plans (ARP) through contract with other entities within Water Division No. 3. The stored water will be released in coordination with the Division Engineer to remedy injurious depletions to the Rio Grande.

A payment for the application fee of $300 has been made through the Colorado Division of Water Resources (DWR) Online Payment Portal.

Introduction

Monte Vista is located in the eastern portion of Rio Grande County, approximately 30 miles downstream (southeast) from the confluence of the South Fork of the Rio Grande and the Rio Grande. The City provides a year-round potable water supply to its residents and businesses through an integrated water supply system, which consists of five wells completed in the confined aquifer underneath the City. Monte Vista has three wells completed within the unconfined alluvial aquifer of the Rio Grande and has utilized those

supplies for the non-potable irrigation demands at some of its parks, landscaping, and golf course (parklands). The City's confined and unconfined wells are located within the City's Service Area and are shown in **Figure 1** along with the City's irrigated parklands. Monte Vista's underground water rights are summarized in **Table 1**.

Table 1. Summary of Monte Vista's Underground Water Rights

Structure	Case Number	Diligence Decrees	Original Decree Date	Appropriation Date	Amount
Confined Aquifer Wells					
Well No. 1 (Batterson Well)	W-847	N/A	7/3/1975	09/30/1950	2.45 cfs absolute
Well No. 2 (Jackson Well)	W-847	N/A	7/3/1975	09/30/1950	4.01 cfs absolute
Well No. 3 (Broadway Well)	W-847	N/A	7/3/1975	04/30/1957	2.67 cfs absolute
Well No. 4 (Sherman Well)	W-847	N/A	7/3/1975	09/23/1968	5.12 cfs absolute
Well No. 8[1] (Prospect Well)	88CW13	N/A	4/24/1989	09/30/1950; 04/30/1957; & 09/23/1968	4.46 cfs absolute
Subtotal (absolute)					14.25 cfs
Unconfined Aquifer Wells					
Well No. 5 (Chapman Park Well)	W-847	N/A	7/3/1975	04/30/1965	1.34 cfs absolute
Well No. 6 (Ball Park Well)	W-847	N/A	7/3/1975	06/30/1949	0.423 cfs absolute
Well No. 7 (Golf Course Well)	W-847	N/A	7/3/1975	01/02/1954	4.23 cfs absolute
Subtotal (absolute)					5.993 cfs
Total (absolute)					**20.234 cfs**

Notes:
cfs = cubic feet per second
Footnotes:
1. Well 8 is decreed as an alternate point of diversion for Well Nos. 1, 2, 3, and 4 and is therefore not included in the Confined Aquifer Wells subtotal.

Table 1 tabulates the various absolute pumping rates for Wells Nos. 1 through 7 decreed in Case No. W-847 which allowed for typical municipal uses, including domestic, municipal, and irrigation uses. In Case No. 88CW13, Monte Vista obtained an alternate point of diversion for its confined wells (Nos. 1 through 4) at Well No. 8. Wells Nos. 1 through 8 are collectively referred to as its "Underground Water Rights." Wells Nos. 1 through 4 and No. 8 are referred to as the "Confined Wells," and Wells Nos. 5 through 7 are referred to as the "Unconfined Wells."

Monte Vista's Confined Wells are contractually included in the Special Improvement District No. 6 of the Rio Grande Water Conservation District's (Subdistrict No. 6) 2024 Annual Replacement Plan (ARP), see **Attachment A**. Paragraph 12 in Monte Vista's contract with Subdistrict No. 6 allows for the operation of the contract through April 30, 2026, and contains an automatic renewal process every subsequent five years. Therefore, Monte Vista's injurious stream depletions associated with its five confined aquifer wells will be covered through Subdistrict No. 6's 2024 ARP and are *not* a subject of this SWSP request. This approach is consistent with Paragraph 9.2.3. in Monte Vista's proposed decree in Case No. 16CW3024 (**Attachment B**), which lists supplies acquired pursuant to the contract or intergovernmental agreement with the Rio Grande Water Conservation District or subdistricts of the Rio Grande Water Conservation District as allowable augmentation supplies in the City's pending water court case.

Monte Vista's Unconfined Wells are similarly contractually included in Subdistrict No. 2's 2024 ARP, see **Attachment C**. Paragraph 12 in Monte Vista's contract with Subdistrict No. 2 allows for the operation of the contract through April 30, 2025, and contains an automatic renewal process every subsequent five years. However, Paragraph 15.2 requires that Monte Vista will be responsible for all post-plan depletions as part of its plan for augmentation after such decree becomes a final, non-appealable decree of the court. Therefore, the City seeks to renew its SWSP in Case No. 16CW3024 for Plan Year 2024, so that it can meet its future post-plan depletions associated with its unconfined wells once a final decree is entered in Case No. 16CW3024.

Project Description

The Division 3 Groundwater Rules decreed in Case No. 15CW3024 require that all injurious stream depletions associated with groundwater pumping and usage be replaced to the Rio Grande and its tributaries. The Division 3 Groundwater Rules affect the legal and physical replacement requirements for Monte Vista to continue pumping its municipal wells. Since Monte Vista has historically relied on groundwater supplies for its municipal demands, the long-term ability to use those rights is of paramount interest to the City. As such, Monte Vista has filed its water rights application in Case No. 16CW3024 and is currently seeking a SWSP in 2024 to replace a portion of its future post-pumping injurious stream depletions associated with its groundwater pumping to comply with the requirements promulgated in the Division 3 Groundwater Rules.

As previously described, the City will offset its injurious stream depletions for its Confined Wells through its contract with Subdistrict No. 6. For the purpose of this SWSP renewal request, the City intends to continue diverting its Unconfined Wells for irrigation use, while replacing its post-pumping injurious depletions to the Rio Grande using 3.23 cubic feet of water per second (cfs) of its 4.23 cfs interest in Priority Nos. 90 and 143 carried in the Anderson Ditch. This 3.23 cfs Anderson Ditch interest is one of two ditch water rights that the City seeks to change in Case No. 16CW3024 and is also one of the replacement sources sought to be used in the plan for augmentation proposed in that case. The other ditch water right that the City seeks to change in Case No. 16CW3024 is a total of 1.4 cfs of the Priority No. 11 Prairie Ditch water right, but the City is not proposing to use that Prairie Ditch interest as a replacement source in this SWSP. The City only intends to use its historical net depletion credit associated with its 3.23 cfs ownership of the Anderson Ditch water rights in this SWSP. **Table 2** below summarizes Monte Vista's irrigation water rights for the Anderson Ditch included for use in this SWSP application.

Table 2. Summary of Monte Vista's Irrigation Water Rights of the Anderson Ditch for Use in Plan Year 2023

Ditch System	Ditch Priorities	Original Case Numbers	Original Decree Date	Appropriation Date	Total Ditch Ownership (cfs)	Monte Vista's Ownership (%)	Monte Vista's Ownership (cfs)
Anderson Ditch	57[(1)]	5/1/1896 (W2967)	May 1, 1896	June 15, 1874	2.90	0.00%	0.00
	90[(1)]	5/1/1896 (W2967)	May 1, 1896	June 31, 1875	11.33	24.38%	2.76
	143[(1)]	5/1/1896 (W2967)	May 1, 1896	June 31, 1877	1.92	24.38%	0.47
	Total				*16.15*	*20.00%*	*3.23*

Notes:
[(1)] Amount remaining in the Anderson Ditch

The Anderson Ditch water rights were originally decreed for irrigation use. In addition to the decreed use of irrigation, the City has applied to change the use of its fully consumable historical use allocation, as determined in the Case No. 16CW3024 proceedings, to use and reuse the fully consumable portion of its rights directly and after storage for all municipal uses, including but not limited to domestic, irrigation of lawns, gardens, parks, private and municipal facilities, industrial, commercial, fire protection, stock watering, recreation, piscatorial, and storage. In addition, Paragraph 7.4.1. in Monte Vista's most recent proposed decree in Case No. 16CW3024 states that the City will dispose of, by sale, exchange, or otherwise, and use to extinction the fully consumable historical use allocation of its ditch water rights being changed in Case No. 16CW3024.

The City also seeks to use its Anderson Ditch water rights for exchange, replacement, and augmentation to meet replacement, augmentation, or delivery obligations in Water Division No. 3 to comply with the Groundwater Rules. Monte Vista also seeks to exchange the changed ditch water rights upstream to storage in Rio Grande Reservoir for later release and use by Monte Vista for replacement under the decreed plan for augmentation in Case No. 16CW3024. Under this SWSP application, the City seeks the ability to use its Anderson Ditch interest for replacement and augmentation and to exchange its available Anderson Ditch net depletion credits to Rio Grande Reservoir, as approved by the Division Engineer. Monte Vista's storage lease agreement with the San Luis Valley Irrigation District (SLVID) is included in **Attachment D**.

Through the City's operation of its 2023 approved SWSP, the City has stored approximately 160.2 acre-feet (AF) of fully consumable Anderson Ditch water in Rio Grande Reservoir in addition to water stored under prior SWSP approvals. For 2024, the City requests under this SWSP renewal request that 160.0 AF of its previously stored fully consumable Anderson Ditch water be available for use by the RGWCD and/or Subdistricts for replacement uses under the Subdistricts' ARPs. This requested use is consistent with the contemplated uses, including through sale, listed in Paragraph 7.4.1 of the most recent proposed decree. The City has entered into an agreement with RGWCD for the lease of 160.0 AF of water which is included in **Attachment E**. Under the City's 2024 SWSP request, the City is requesting that its supply leased to RGWCD be allowed for use by RGWCD, and/or by its Subdistricts for augmentation, replacement, remedy, including by substitution and exchange, and for use as part of any of the RGWCD's or Subdistricts' Plans of Water Management and ARPs, or contracts of the RGWCD. RGWCD's leased water supply stored in Rio Grande Reservoir will be released in coordination with the Division Engineer to remedy the injurious depletions to the Rio Grande described in the Plans of Water Management and Annual Replacement Plans or contracts of the RGWCD.

Through the execution of the lease agreement, 160.0 AF of the City's previously stored fully consumable Anderson Ditch water will be booked over to the RGWCD's storage account in Rio Grande Reservoir. Both the City and RGWCD acknowledge that the RGWCD and its Subdistricts' use of the City's water booked over to the RGWCD's storage account cannot be used for replacement purposes until approved through this 2024 SWSP request. The execution of the City's lease agreement with the RGWCD results in the City retaining 4.5 AF of fully consumable water in its Rio Grande Reservoir account. Under the City's 2024 SWSP renewal request, it seeks to operate the exchange of its Anderson Ditch water rights from the Consolidated Slough Ditch headgate to Rio Grande Reservoir, as approved in prior SWSP approvals.

The real-time availability of Anderson Ditch net depletion credits can be used to offset the City's net stream depletions associated with its unconfined well pumping through direct replacement once a final decree in Case No. 16CW3024 is entered. The City seeks the ability to exchange excess Anderson Ditch net

depletion credits for subsequent uses on the Rio Grande to Rio Grande Reservoir. **Table 3** shows the developed exchange matrix for Monte Vista's future exchanges during the term of this SWSP.

Table 3. Summary of Monte Vista's Exchange Matrix

Exchange Name	*Exchange-from Points*	*Exchange-to Points*	
		Rio Grande Reservoir	**Top of Reach 1 – Rio Grande River**
Rio Grande Ditch Water Rights Exchanges to Storage	Consolidated Slough Ditch River Return Location	2.42 cfs	
Rio Grande Ditch Water Rights and Accretion Stream Reach Exchanges	Consolidated Slough Ditch River Return Location		2.42 cfs

Demands/Depletions

The City provides potable water to its more than 4,200 residents through approximately 2,055 individual taps. Single-family residential customers make up 82.7 percent of the total number of taps, followed by commercial taps (10.3 percent), multi-family residential taps (5.6 percent), and finally City and other non-City governmental facilities (1.4 percent). These potable supplies are met with the City's Confined Wells, and based on annual diversion data from 2011 through 2023 for the City's Confined Wells, the average annual diversion is 1,079 AF. Injurious depletions associated with the City's confined wells will be met through its contract with Subdistrict No. 6 through inclusion in the Subdistrict No. 6 ARP.

Originally, Monte Vista intended to use the Rio Grande Response Function developed by DWR to allocate the City's portion of RGDSS modeled injurious stream depletions associated with the continued use of Well No. 5. However, DWR staff have advised that the use of its Response Functions for a single well will not accurately calculate Monte Vista's allocation of the RGDSS modeled injurious stream depletions. Since an alternate methodology is required to assess the City's depletions to the Rio Grande, SGM has completed a net stream depletion analysis and determined the total lagged net stream depletion to the Rio Grande using a Glover analysis.

The City provides non-potable water to irrigate approximately 9.5 acres of parks and open space at Chapman Park (see **Figure 1**). These demands are met through a raw water supply pumped from the City's unconfined Well No. 5. Based on the previous 13 years of diversion records (2011- 2023), the average annual diversion for Well No. 5 is equal to 25.4 AF. For this SWSP renewal request, SGM used an annual demand of 25.4 AF for the 2024 Plan Year (see **Table 4**). Historically, Monte Vista relied upon its Unconfined Wells Nos. 6 and 7 for the irrigation of its high school fields and golf course, respectively. Recent use of those wells has not occurred for a number of reasons. Ultimately, Monte Vista intends to construct the necessary infrastructure to tie Wells Nos. 6 and 7 into the City's current golf course irrigation system. However, the integration of those wells into a raw water irrigation system will not happen in Plan Year 2024. Therefore, Monte Vista's only unconfined well usage for Plan Year 2024 will be through the use of Well No. 5 for irrigation of its parklands. **Table 4** shows the diversion of the Unconfined Wells and the associated groundwater consumptive use from 2011 through 2023. Because the parks and open space areas are irrigated by sprinklers, an irrigation efficiency of 80 percent was used. For the 2024 Plan Year, there is an estimated 20.3 AF of net groundwater consumptive use associated with the City's unconfined well pumping.

Table 4. Monte Vista's Unconfined Aquifer
Estimated Net Groundwater Consumptive Use to the Rio Grande
(values in AF)

Year	Well No. 5 Diversions (AF)	Well No. 5 Consumptive Use[(1)] (AF)
2011	31.4	25.1
2012	30.6	24.5
2013	38.3	30.6
2014	23.1	18.5
2015	31.7	25.4
2016	23.1	18.5
2017	21.8	17.4
2018	19.9	15.9
2019	22.8	18.2
2020	21.6	17.3
2021	29.6	23.7
2022	16.1	12.9
2023	20.3	16.2
Avg	**25.4**	**20.3**

Notes:
1) Used an irrigation efficiency of 80% for sprinkler irrigation of Chapman Park.

To estimate Monte Vista's current stream depletions associated with the usage of Well No. 5, SGM completed a Glover analysis in the Integrated Decision Support Group (IDS) Alluvial Water Accounting System (AWAS) software (Version 1.5.85) to calculate the delayed depletions associated with pumping Well No. 5. SGM relied upon the average of transmissivity and specific yield values reported in the October 2009 Agro Engineering Letter Report, equal to 66,690 gpd/ft and 25 percent, respectively. Also, SGM completed a Glover analysis to estimate lagged return flows associated with the irrigation of Chapman Park, and assumed that all return flows associated with the irrigation occur as lagged groundwater return flows, given the efficient application of water using sprinklers. Both analyses assumed an infinite aquifer boundary condition.

SGM calculated the centroid of the irrigated area for Chapman Park using GIS and then calculated the distance from Well No. 5 and the centroid to a perpendicular location on the Rio Grande, as shown in **Figure 2**. That distance was 9,509 feet for Well No. 5 and 9,545 feet for the Chapman Park irrigated area. Results from the analysis showed that 90% of the pumping would deplete the Rio Grande within 221 years for Well No. 5 and 90% of the returns would accrue to the Rio Grande within 222 years for the Chapman Park irrigated area. SGM summed and normalized the monthly values to estimate net stream depletions to the Rio Grande.

Table 5 shows the monthly distribution of stream depletions and return flows for the 2024 Plan Year to the Rio Grande. Annual depletions total 25.41 AF and annual return flows total 5.08 AF for a net groundwater consumptive use of 20.33 AF (**Table 5**, Column 7). SGM estimated the monthly demands for the 2024 Plan Year for Well No. 5 by developing a monthly distribution schedule in the StateCU software using a bluegrass irrigation water requirement in Monta Vista (see **Table 5**, Column 2).

Table 5. Monte Vista's Rio Grande Monthly Stream Depletions for Plan Year
(values in AF)

Year	Month	Bluegrass IWR		Well No. 5		Chapman Park Irrigation Return Flows		Net Groundwater Consumptive Use
		AF	Percent	Projected Demands	Delayed Depletions	Unlagged	Lagged	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
2024	May	0.35	16%	4.17	2.14	0.83	0.43	1.72
	Jun	0.46	22%	5.57	2.13	1.11	0.43	1.71
	Jul	0.46	22%	5.58	2.12	1.12	0.42	1.70
	Aug	0.38	18%	4.55	2.10	0.91	0.42	1.68
	Sep	0.30	14%	3.62	2.09	0.72	0.42	1.67
	Oct	0.16	8%	1.92	2.09	0.38	0.42	1.67
	Nov	0.00	0%	0.00	2.09	0.00	0.42	1.67
	Dec	0.00	0%	0.00	2.10	0.00	0.42	1.68
2025	Jan	0.00	0%	0.00	2.12	0.00	0.42	1.69
	Feb	0.00	0%	0.00	2.13	0.00	0.43	1.71
	Mar	0.00	0%	0.00	2.14	0.00	0.43	1.72
	Apr	0.00	0%	0.00	2.15	0.00	0.43	1.72
Total		**2.11**	**100%**	**25.41**	**25.41**	**5.08**	**5.08**	**20.33**

Notes:
1) Equals the irrigation water requirement based on modified Blaney-Criddle analysis for Bluegrass (Popchop coef) and the Monte Vista Climate Station (1940-2020).
2) Equals monthly value in Column 1 / sum of Column.
3) Equals the average annual diversion records estimated in Table 4 distributed monthly based on Column 2.
4) Equals delayed groundwater impacts based on a glover analysis. Infinite aquifer with X = 9,509 ft, T = 66,690 gpd/ft, and S = 25%.
5) Equals Column 3 x 0.20 (used a 80% irrigation efficiency for sprinkler irrigation).
6) Equals lagged groundwater return flows from irrigation of Chapman Park based on a glover analysis. Assumed all return flows occur as groundwater due to sprinkler irrigation method. Infinite aquifer with X = 9,545 ft, T = 66,690 gpd/ft, and S =
7) Equals Column 4 - Column 6.

Replacement Sources

In Case No. 16CW3024, Monte Vista is requesting approval of a plan for augmentation. In this SWSP application for Plan Year 2024, the City seeks the ability to pump from Well No. 5 and initially intends to replace its net stream depletions associated with those diversions through its contract with Subdistrict No. 2 to cover the City's injurious stream through the Subdistrict No. 2, 2024 ARP. However, the City anticipates needing to use the supply stored in Rio Grande Reservoir associated with its 3.23 cfs ownership in the Anderson Ditch to cover its post-pumping injurious stream depletions once a final decree is entered in Case No. 16CW3024.

Change of Anderson Ditch

Monte Vista's 3.23 cfs ownership of the decreed Anderson Ditch Priorities Nos. 90 and 143 were historically used for irrigation on the Trosper Ranch and Valley Choice Parcels, as shown in **Figures 3 and 4**. These figures illustrate representative amounts of the historical irrigation completed on the parcels between 1955 and 2017, respectively. All of the engineering associated with Monte Vista's Anderson Ditch water rights

has been documented in SGM's 2018 Preliminary Engineering Report, 2019 Revised Preliminary Engineering Report, 2020 First Supplemental Engineering Letter Report, 2020 Second Supplemental Engineering Letter Report, and 2020 Third Supplemental Engineering Letter Report. All of these reports have been served on opposers and the Division Engineer in Case No. 16CW3024. The information presented in this 2024 SWSP renewal request is generally summarized in SGM's 2020 Third Supplemental Engineering Letter Report, which addresses the comments received by opposers to date.

Historically, Mr. Bill Miller leased both the Trosper Ranch and Valley Choice parcels for cattle grazing and the associated water rights for continued irrigation on those parcels. Once the City purchased its ownership in the Anderson Ditch water rights associated with the Trosper Ranch Parcel and the Valley Choice Parcel in October 2010 and April 2012, respectively, it leased those water rights in subsequent years for continued irrigation back to Mr. Miller.

As such, in Case No. 16CW3024, SGM has completed historical consumptive use analyses for its ownership of 3.23 cfs in the Anderson Ditch. **Table 6** in this SWSP application specifically tabulates the average annual historical consumptive use analysis presented in SGM's 2020 Third Supplemental Engineering Letter Report for Monte Vista's 3.23 cfs ownership in the Anderson Ditch.

In order for the City to use the net depletion credits associated with Monte Vista's Anderson Ditch water rights, the City proposes to forego its diversion of the Anderson Ditch water rights, less a 25 percent ditch loss. More specifically, Monte Vista will coordinate with the Division Engineer, the District 20 Water Commissioner, and the Anderson Ditch personnel to reduce the Anderson Ditch's river headgate diversions by Monte Vista's pro-rata yield, less ditch loss, and will use the existing Consolidated Slough Ditch return channel to the Rio Grande to return the foregone diversions to the Rio Grande. The monthly percentages shown in Column 17 of **Table 6** will be used to determine Monte Vista's daily return flow allocation from its pro-rata amount of the future Anderson Ditch river headgate diversion.

Using the monthly irrigation return flow percentages shown in Column 17 of **Table 6** will satisfy the monthly return flow requirements tabulated in Column 15 of **Table 6** during the irrigation season and will maintain historical irrigation return flow patterns associated with Monte Vista's ownership in the Anderson Ditch.

Table 6. Anderson Ditch Consumptive Use Analysis and Resulting Water Balance (values in AF)

Month	River Diversions	Farm Headgate Delivery	Potential Consumptive Use	Effect Precip	Net Potential Consumptive Use	Historical Consumptive Use	Average Estimated HCU per Acre	Reduction for Sub-Irrigation of Trosper Ranch Parcels	Resulting Historical Consumptive Use	Resulting Estimated HCU per Acre	Irrigation Return Flow					Net Depletions		Streamflow Return Requirement - Percent of Farm Headgate Delivery
											Historical Irrigation Return Flows	Surface Water Component (60%)	Unlagged Groundwater Component (40%)	Lagged Groundwater Obligations	Total Obligations	Total	Percent of Farm Headgate Diversion	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
January	-	-	-	-	-	-	-	-	-	-	-	-	-	13.72	13.72	(13.72)		
February	-	-	-	-	-	-	-	-	-	-	-	-	-	13.78	13.78	(13.78)		
March	-	-	-	-	-	-	-	-	-	-	-	-	-	13.70	13.70	(13.70)		
April	45.92	34.44	7.12	0.84	6.27	5.94	0.06	1.43	4.51	0.05	28.44	17.06	11.38	13.53	30.60	2.35	6.8%	93.2%
May	141.35	106.02	37.90	4.16	33.75	32.86	0.33	7.93	24.92	0.25	71.31	42.79	28.53	13.30	56.09	40.14	37.9%	62.1%
June	159.24	119.43	58.83	3.40	55.43	52.60	0.55	12.70	39.90	0.41	66.78	40.07	26.71	13.06	53.13	53.55	44.8%	55.2%
July	153.25	114.94	57.69	9.23	48.46	46.01	0.48	11.11	34.90	0.35	68.13	40.88	27.25	12.88	53.76	49.27	42.9%	57.1%
August	124.39	93.30	51.74	9.74	42.00	38.74	0.40	9.35	29.39	0.30	57.56	34.54	23.02	12.84	47.38	39.57	42.4%	57.6%
September	105.33	79.00	32.30	5.67	26.63	24.61	0.26	5.94	18.67	0.19	54.07	32.44	21.63	12.94	45.38	27.36	34.6%	65.4%
October	86.54	64.91	13.39	1.95	11.44	10.64	0.11	2.57	8.07	0.08	53.12	31.87	21.25	13.12	44.99	16.21	25.0%	75.0%
November	-	-	-	-	-	-	-	-	-	-	-	-	-	13.33	13.33	(13.33)		
December	-	-	-	-	-	-	-	-	-	-	-	-	-	13.55	13.55	(13.55)		
Annual	816.03	612.02	258.97	34.99	223.99	211.40	2.19	51.03	160.37	1.63	399.42	239.65	159.77	159.77	399.42	160.37		

Source:
Values generated using a Water Supply Limited Crop Consumptive Use by Structure Analysis in StateCU (Interface Version 7.0, FORTRAN Version 13.0)

Column Notes:
1) Pro-rata delivery of 3.23 cfs of Priority No. 90 and 143 in the Anderson Ditch used on the Trosper Ranch and Valley Choice Parcel for the period 1968-2010. Beginning in 2011, the pro-rata portion (63.3% or 1.73/2.73 cfs) was used for the Trosper Ranch Parcel and 1.5 cfs was used on the Valley Choice Parcel. Assumed farm headgate delivery from April 1 through October 31.
2) Analysis assumed 75% ditch efficiency.
3) Potential crop consumptive use as calculated by StateCU for 65.1 to 100.9 acres of grass pasture, potatoes, and alfalfa (see Table 12). Analysis used Upper Rio Grande Alt Calibrated Coefficients.
4) Effective precipitation Anderson Ditch Parcels based on the Monte Vista 2W NOAA Climate Stations. Analysis assumes that irrigated fields are located at an average elevation of 7670 ft asl.
5) Column 3 - Column 4.
6) Historical consumptive use for the Anderson Ditch Parcels. Assumed 60 percent irrigation efficiency and utilized an available water capacity of 0.121 in/in (ALAMOSA-LAJARA-VASTINE (CO409)). Analysis assumes 0% of soil moisture capacity initially filled.
7) Equals Column 6 / number of irrigated acres each month.
8) Equals Column 6 reduced for sub-irrigation based upon the 2009 study by Agro Engineering for the Trosper Ranch Parcels. Weighted average reduction was approximately 24.3%. Assumed simular sub-irrigation on the Valley Choice Parcels.
9) Equals Column 6 - Column 8
10) Equals Column 9 / number of irrigated acres each month.
11) Average monthly unconsumed water as calculated by StateCU
12) Equals Column 11 x 60%.
13) Equals Column 11 x 40%.
14) Equals Column 13 lagged using monthly lagged streamflow depletion factors calculated using IDS AWAS. Transmissivity of 66,690 gpd/ft, S = 25%. Trosper Ranch Parcel X = 7,714 feet. Valley Choice Parcel X = 7,059 feet.
15) Equals Column 12 + Column 14.
16) Equals Column 9 + Column 11 - Column 15. Accretions are positive and depletions are shown in red parentheses.
17) Equals positive values from Column 16 / Column 2.
18) Equals 1 - Column 17.

During the non-irrigation season, Monte Vista will use its changed ditch water rights stored in Rio Grande Reservoir to meet the lagged non-irrigation season return flow requirements that historically accrued to the Rio Grande, as shown in Column 15 of **Table 6**. The proposed return flow requirements will prevent injury to vested and decreed conditional water rights.

Operation of Plan

Monte Vista proposes to operate its 2024 SWSP in a manner consistent with its prior approved SWSP operations. Monte Vista will initially replace or remedy its net stream depletions on impacted reaches of the Rio Grande attributable to its pumping of Well No. 5, through its contract with Subdistrict No. 2. Once a decree is entered in Case No. 16CW3024, Monte Vista will begin using the net depletion credits associated with the City's 3.23 cfs ownership in the Anderson Ditch, as shown in **Table 6**. Monte Vista will use the changed Anderson Ditch water right by leaving its decreed historical consumptive use interests in the Rio Grande for direct replacement. Monte Vista will also exchange the remaining net depletion credits associated with its Anderson Ditch water right up the Rio Grande to store in Rio Grande Reservoir for subsequent release and replacement of its post-pumping depletions to the Rio Grande. **Table 7** shows the monthly operation and water balance for this plan. Until a final decree is entered in Case No. 16CW3024, Monte Vista has adequate replacement coverage through its contract with Subdistrict No. 2. After a final decree is entered in Case No. 16CW3024, Monte Vista will have sufficient Anderson Ditch credits to cover all irrigation season (May through October) net stream depletions associated with pumping of Well No. 5 and will have sufficient Anderson Ditch credits stored in Rio Grande Reservoir for its post-pumping depletions. In 2023, the City used its approved SWSP to exchange 217.39 AF of its Anderson Ditch water supply to Rio Grande Reservoir and will conduct similar operations in 2024, until it receives a final decree and replaces its injurious depletions associated with Well No. 5 through its augmentation plan. 57.19 AF of the total amount exchanged was associated with the City's non-irrigation season return flow amounts. After accounting for the transit loss assessed by the Division Engineer for the non-irrigation season return flow deliveries between November 2022 and March 2023, the City's resultant storage of fully consumable water in Rio Grande Reservoir will be 164.5 AF. After the execution of the City's lease agreement with the RGWCD, the City's amount remaining in Rio Grande Reservoir will be 4.5 AF of fully consumable water.

Regarding the maintenance of the non-irrigation season return flows associated with Monte Vista's changed Anderson Ditch water rights in this SWSP, the City will coordinate with the Division Engineer and the SLVID to release water from the Rio Grande Reservoir to meet its future obligations (see **Table 7**). Similar to its approved prior SWSP operations, the water released from Rio Grande Reservoir will consist of the City's net stream depletion exchanged, which includes the average annual consumptive use credits and unlagged groundwater return flow allocation associated with the changed Anderson Ditch water rights in the Subject Case. To protect vested water rights in the Rio Grande Basin and ensure that the City can meet its non-irrigation season return flow requirements, Monte Vista will prioritize the exchange of its changed Anderson Ditch water rights to Rio Grande Reservoir for storage and subsequent release to meet the non-irrigation season return flow requirements.

To estimate an annual minimum storage target of Monte Vista's consumptive use credits in Rio Grande Reservoir, SGM considered three factors, including 1) Monte Vista's total annual non-irrigation season return flow obligation for the Anderson Ditch plus the net stream depletions shown in **Table 7**, 2) DWR staff assessed stream losses from Rio Grande Reservoir to the historical parcel specific accrual locations, and 3) the anticipated annual evaporation out of Rio Grande Reservoir. As shown in **Table 7**, Column 2, Monte Vista's annual non-irrigation season return flow obligations for the Anderson Ditch are 68.1 AF per year and

the sum of the net stream depletions is 20.67 AF.

Based on our discussion with DWR staff, the assessed transit loss from Rio Grande Reservoir to Del Norte, Colorado is 10 percent and there is an additional 5 percent loss from Del Norte to the Rio Grande and Alamosa County Line. This assessed loss includes evaporative losses in the Rio Grande Reservoir. The historical return flow accrual locations and point of depletion are shown in **Figures 2 and 5**. The distance from the Rio Grande Reservoir is approximately 92.3 stream miles and 92.5 stream miles for the Trosper Ranch Parcel, and Valley Choice Parcel, respectively. SGM assumed a transit loss of 15 percent from Rio Grande Reservoir to the historical return flow accrual locations and point of depletion. Based on Monte Vista's 8.47 AF of winter injurious Well No. 5 stream depletions and 68.1 AF per year of non-irrigation season return flow obligations, the DWR assessed transit and evaporations losses are estimated to be 13.51 AF. Accordingly, the annual minimum Rio Grande Reservoir storage target should be 90.10 AF, which would allow Monte Vista to meet its entire non-irrigation season net stream depletions and return flow obligations through Rio Grande Reservoir Releases from November through March.

Monte Vista has proposed aggregating releases from Rio Grande Reservoir for its non-irrigation season net stream depletions and return flow obligations. By aggregating its daily net stream depletions and non-irrigation season return flow obligations into two seasonal releases (one at the end of the irrigation season and one towards the end of the non-irrigation season), winter operations at Rio Grande Reservoir will be simplified, and a monthly aggregated release during the winter will reduce the freezing potential of small daily releases. In prior years, SGM communicated with the Division 3 Engineer, Craig Cotten, and the SLVID Superintendent, Robert Phillips, both of which approved aggregating Monte Vista's net stream depletions and non-irrigation season return flow requirements into two seasonal releases from Rio Grande Reservoir. Monte Vista will coordinate directly with the Division Engineer and SLVID regarding Monte Vista's exchanges into and releases from Rio Grande Reservoir for the 2024 Plan Year.

After the lease agreement with the RGWCD, the City will still have 4.5 AF of water in storage and will have met all of its non-irrigation season return flow obligations associated with its prior SWSP operations. This 4.5 AF of water remaining in storage is not included in Column 8 of the water balance shown in **Table 6** to conservatively illustrate that the City can likely meet its minimum Rio Grande Reservoir storage target by the end of June 2023 without the remaining carryover water stored in Rio Grande Reservoir from prior SWSP operations. Before the operation of its sought 2024 SWSP operations, and after accounting for assessed transit losses, the City has 4.5 AF of water stored in Rio Grande Reservoir that can be used for its future stream depletions associated with Well No. 5, once a decree in Case No. 16CW3024 is entered. 4.5 AF is the equivalent of 2.5 months of lagged stream depletions associated with Well No. 5. While the City is hopeful that it will receive a final decree this year in Case No. 16CW3024, the ultimate timeline for its augmentation plan is uncertain. An approval of the City's 2024 SWSP request will allow the City to continue to store additional fully consumable water within its leased capacity in Rio Grande Reservoir, and will also benefit the Rio Grande Basin by allowing the RGWCD and/or the Subdistricts to use the City's previously exchanged fully consumable water for replacement uses under the Subdistricts' ARPs.

Table 7. Operation and Water Balance
(all values in AF)

Year	Month	Net Groundwater Consumptive Use	Anderson Ditch Non-Irrigation Season Obligations	Net Stream Depletions	Anderson Ditch NSD Credits	Anderson Ditch NSD Left in River to Replace Injurious Stream Depletions	NSD Credits Exchanged to Rio Grande Reservoir	Release Needed from Rio Grande Reservoir (Includes Transit Loss)	End of Month Storage in Rio Grande Reservoir
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2024	May	1.72	0.00	1.72	40.14	1.72	38.43	-	38.43
	Jun	1.71	0.00	1.71	53.55	1.71	51.85	-	90.28
	Jul	1.70	0.00	1.70	49.27	1.70	47.57	-	137.85
	Aug	1.68	0.00	1.68	39.57	1.68	37.88	-	175.74
	Sep	1.67	0.00	1.67	27.36	1.67	25.69	-	201.43
	Oct	1.67	0.00	1.67	16.21	1.67	14.54	-	215.97
	Nov	1.67	13.33	15.01	0.00	-	-	17.65	198.31
	Dec	1.68	13.55	15.23	0.00	-	-	17.92	180.39
2025	Jan	1.69	13.72	15.42	0.00	-	-	18.14	162.25
	Feb	1.71	13.78	15.48	0.00	-	-	18.21	144.04
	Mar	1.72	13.70	15.42	0.00	-	-	18.14	125.90
	Apr	1.72	0.00	1.72	2.35	1.72	0.63	-	126.53
Total		**20.33**	**68.09**	**88.42**	**228.46**	**11.86**	**216.60**	**90.07**	

Notes:
NSD = Net Stream Depletions
1) From Table 5, Column 7.
2) Anderson Ditch non-irrigation season return flow obligations From Table 6, Column 16.
3) Equals the Column 1 + Column 2.
4) Anderson Ditch Nest Stream Depletion credits From Table 6, Column 16.

5) Equals Column 1 if Anderson Ditch NSD credits (Column 4) are available. Assumes no transit loss needs to be applied because the depletion occurs in the same reach as the credit.
6) Equals Column 4 - Column 3, if Anderson Ditch NSD credits are available.
7) Equals Column 3 / 85% if Anderson Ditch Credits are **not** available. Assumes a 15% transit loss from the Rio Grande Reservoir to the downstream point of return flow for the Anderson Ditch and point of depletion for the Well No. 5.
8) Equals previous month storage + Column 6 - Column 7. Assumes no carry over storage at the start of the plan and reservoir evap is included in the transit loss.

Dry-up of Historically Irrigated Parcel

Monte Vista has obtained and recorded dry-up covenants for its Anderson Ditch water rights on the Trosper Ranch and Valley Choice parcels (**Attachments F and G**, respectively) which are shown in **Figure 6**. Monte Vista will work with the landowners and Division Engineer to follow the specific requirements listed in the two separate recorded dry-up covenants in Plan Year 2024. In general, Monte Vista's intent with its Anderson Ditch dry-up covenants is to dry up the portions of the parcel that were historically irrigated by its Anderson Ditch water rights. During the study period of 1968 through 2016, the average acreage irrigated by the Anderson Ditch water rights on the Trosper Ranch Parcel was 61.0 acres and for the Valley Choice Parcel was 38.0 acres, totaling 99.0 acres. As shown in **Table 7** of this SWSP renewal request, the average historical consumptive use associated with Monte Vista's Anderson Ditch water rights in the Subject Case is 160.37 AF, or an average of 1.63 AF per acre of historically irrigated land. During Monte Vista's 2022 SWSP, it was able to achieve a complete dry-up. Monte Vista will continue to work with the Division Engineer who can verify the amount of dry-up achieved for the historically irrigated portions of the parcels in Plan Year 2024. Monte Vista will limit its Plan Year net stream depletion credits to a total of 1.63 AF per acre of achieved dry-up in Plan Year 2024.

For the 2024 Plan year, once Monte Vista's consumptive use portion of its Anderson Ditch farm headgate delivery reaches its achieved dry-up consumptive use credit allocation, excess farm headgate delivery volumes will be returned and kept in the Rio Grande.

Measurements/Accounting

In 2022, the City purchased and DWR staff installed new digital stream discharge recording equipment for the Anderson Ditch. For the 2024 Plan Year, Monte Vista proposes that its Anderson Ditch operations be recorded on a daily basis and that the City monitor its monthly pumping of Well No. 5. Monte Vista will submit its accounting to DWR staff, as required by the Division Engineer. We understand that the Division Engineer currently requires monthly submission of accounting data. Sample accounting is included with this application as **Attachment H** and is based on Monte Vista's approved 2023 SWSP accounting forms. The accounting will show all diversions and exchanges along with the pertinent supporting information associated with those operations. Such information will include, but is not limited to:

- the amount in-priority of Monte Vista's Anderson Ditch water rights;
- the amount of each water right bypassed at Anderson Ditch headgate;
- the total amount of water delivered to the Rio Grande through the Consolidated Slough return channel;
- the portion of Monte Vista's Anderson Ditch water in the Consolidated Slough return channel;
- the amount of water diverted by the Anderson Ditch, including Monte Vista's portion to cover historical ditch losses;
- and the farm headgate delivery amount, consumptive use credit, return flow obligations, and ditch losses associated with Monte Vista's changed Anderson Ditch water rights.

Similar to its previously approved SWSP operations, Monte Vista will regularly coordinate with DWR staff to obtain administrative approval regarding its exchange operations, so that DWR staff can adjust the Rio Grande at Del Norte indexed gauged streamflow on a daily basis, not after the fact when reviewing accounting.

Sustainability

Pursuant to the directive of the State Engineer in Rule 8 of the promulgated Division 3 Groundwater Rules, Monte Vista will limit its five-year average annual withdrawal from all of its wells used to withdraw groundwater from the confined aquifer to its annual average withdrawals from its confined wells from 1978 through 2000. The limit based on the cumulative historical annual average volume withdrawn from Monte Vista's confined wells during the 1978 through 2000 period is 2,033 acre-feet. This limit establishes Monte Vista's proportionate responsibility for ensuring that its five-year running average for groundwater withdrawals from the Response Areas in which Monte Vista confined aquifer wells are located does not exceed the average annual withdrawals for the period of 1978 through 2000. It is our understanding that the sustainability requirement under the Division 3 Groundwater Rules does not apply to the withdrawal of unconfined wells water supply.

Table 8 shows that during the Sustainable Period, the City's annual diversions of its Confined Wells averaged 2,033.1 AF. The City's average historical Confined Wells diversion of 2,033.1 AF per year is representative of the City's historical usage during the Sustainable Period. We understand that the City's continued use of its Underground Water Rights, up to the average volumetric amount shown in **Table 6**, is considered a sustainable water supply pursuant to Rule 8 of the Division 3 Groundwater Rules.

Table 8. Monte Vista's Underground Water Rights Diversions, Return Flows, and Consumptive Use During the 1978 Through 2000 Sustainable Period

Month	Monte Vista's Average Diversions From 1978 Through 2000 (AF)							
	Confined Wells					Subtotal	Unconfined Wells	Total
	Well No. 1	Well No. 2	Well No. 3	Well No. 4	Well No. 8		Well No. 5	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
January	20.0	9.5	10.0	37.4	18.9	95.7	0.0	**95.7**
February	20.0	9.5	10.0	37.4	18.9	95.7	0.0	**95.7**
March	35.6	16.9	17.8	66.9	33.8	171.0	3.1	**174.1**
April	39.0	18.5	19.5	73.1	36.9	186.9	3.8	**190.7**
May	42.7	20.2	21.3	80.0	40.4	204.6	4.5	**209.1**
June	45.8	21.7	22.9	85.9	43.4	219.7	5.1	**224.8**
July	48.4	22.9	24.2	90.7	45.8	232.1	5.6	**237.7**
August	47.6	22.6	23.8	89.4	45.1	228.5	5.5	**234.0**
September	44.7	21.2	22.4	83.8	42.3	214.3	4.9	**219.2**
October	40.3	19.1	20.1	75.5	38.1	193.1	4.0	**197.1**
November	20.0	9.5	10.0	37.4	18.9	95.7	0.0	**95.7**
December	20.0	9.5	10.0	37.4	18.9	95.7	0.0	**95.7**
Total	**423.8**	**200.7**	**212.0**	**795.1**	**401.5**	**2,033.1**	**36.4**	**2,069.5**

Column Notes:

1) Average monthly distribution of Monte Vista's annual pumping records was based on the RGDSS monthly municipal well pumping percentages
2) Well No. 1 historical annual diversion records available from 1983 through 1985, and 1991 through 2016
3) Well No. 2 historical annual diversion records available from 1983 through 1985, and 1991 through 2016
4) Well No. 3 historical annual diversion records available from 1983 through 1985, and 1991 through 2016
5) Well No. 4 historical annual diversion records available from 1983 through 1985, and 1991 through 2016
6) Well No. 8 historical annual diversion records available from 1983 through 1985, and 1991 through 2016
7) Equals Column 2 + Column 3 + Column 4 + Column 5 + Column 6
8) Well No. 5 historical annual diversion records available from 2009 through 2017
9) Equals Column 7 + Column 8

Proof of Notice

Pursuant to C.R.C. 37-92-308(4), written notice of this request was provided on this same date to all parties in Case No. 16CW3034 via electronic or U.S. postal mail.

Sincerely,

SGM

By 

Jordan Dimick, PE
Senior Engineer



David Schiowitz, PG
Senior Water Resources Consultant

Figures:

Figure 1. Water Supply Map
Figure 2. Chapman Park Groundwater Return Flow Accretion Location
Figure 3. Anderson Ditch Irrigated Acreage – 1955
Figure 4. Anderson Ditch Irrigated Acreage – 2017
Figure 5. Historically Irrigated Parcels Groundwater Return Flow Accretion Locations
Figure 6. Monte Vista Dry-Up Covenants

Attachments:

Attachment A – Contract with Subdistrict No. 6
Attachment B – Proposed Ruling in Division 3, Case No. 16CW3024 dated 08/18/2023.
Attachment C – Contract with Subdistrict No. 2
Attachment D – Rio Grande Reservoir Storage Agreement
Attachment E – Lease Agreement with the Rio Grande Water Conservation District
Attachment F – Trosper Ranch Dry-up Covenant
Attachment G – Valley Choice Dry-up Covenant
Attachment H – Sample Accounting Worksheets

Cc:

Gigi Dennis, Monte Vista City Manager
Rob Vance, Monte Vista Public Works Director
Amber Pacheco, Rio Grande Water Conservation District, Deputy General Manager
Angelo Bellah, Rio Grande Water Conservation District, Program Manager for Subdistricts 2, 3, 6
Wylie Keller, Rio Grande Water Conservation District, Water Resource Specialist
Robert Phillips, San Luis Valley Irrigation District Superintendent

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LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6 of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 6"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right was produced under the plan for augmentation for 2025 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The Subdistrict No. 6 desires to lease 25.16 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict No. 6 agrees to lease 25.16 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict No. 6, which date shall be the "Effective Date" and will end at midnight on April 30, 2027.

1.3. Lease Price. The lease price for the 25.16 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement. By July 1, 2026, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 25.16 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 1, 2026.

1.4. Failure to Pay. If the Subdistrict No. 6 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 25.16 acre-feet of the augmentation water which was stored in Terrace Reservoir during

2025. After the Effective Date the Lessee is obligated to receive the entirety of the water subject to this Agreement and the Lessor will not be entitled to use or dispose of the 25.16 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict No. 6 shall bear all seepage, evaporation and transit losses on the subject water. Subdistrict No. 6 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. Subdistrict No. 6 is responsible for obtaining any approvals necessary for Subdistrict No. 6's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon Subdistrict No. 6's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to Subdistrict No. 6.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 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 Lessor:
EXPO, LLC
C/O: Michael Hulett, President and CEO
15 Washington Street
Monte Vista, CO 81144
E-mail: mike.hulett@farmfreshdirect.com

To SUBDISTRICT NO. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 6's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water not paid for by Subdistrict No. 6.

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 Lessor or Subdistrict No. 6 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and Subdistrict No. 6 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 Lessor and Subdistrict No. 6. 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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity

without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or Subdistrict No. 6 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. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: Michael Hulett **Date:** 2/13/2026

Name: Michael Hulett

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: Angelo Bellah **2/17/26**

Angelo Bellah, Program Manager **Date**

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY
ARTHUR L. SAYRE

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
webmaster@hillandrobbins.com

WEBSITE
www.hillandrobbins.com

February 19, 2026

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

VIA DWR PORTAL

Re: **Request for Renewal of Substitute Water Supply Plan for the 2026/2027 water year for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise.**

SWSP ID: #9486

Dear Mr. Ullmann,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") and Expo, LLC. ("Expo") submit this request to approve a renewal of its Substitute Water Supply Plan ("SWSP"), to run from May 1, 2026 to April 31, 2027. The $300.00 filing fee will be paid through the DWR portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado. *See* Exhibit A.

This is the third request by Subdistrict No. 6 for this water, SWSP ID 9486

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure the 2026/2027 Annual Replacement Plan conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plan, but the approval of this SWSP does not have the

effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. 25.16 Acre-Feet of Water Stored in Terrace Reservoir, Water Division No. 3.

Expo, LLC is the owner of certain water originally decreed in Case No. 1982CW97, District Court, Water Division No. 3, as subsequently changed in part in Case No. 2014CW3027 and Case No. 2016CW3019, both District Court, Water Division No. 3.

The 1982CW97 Decree changed certain water rights, established a plan for augmentation and recognized that excess water rights, above that needed for the plan for augmentation, were changed as part of the decree. The decree established certain limitations on the use of water in excess of the needs of the plan for augmentation, but the time limit on those limitations has expired. The 2014CW3027 and 2016CW3019 Decrees, in part, confirmed the release of certain amounts of water from the 1982CW97 Plan for Augmentation and allowed such water to be put to other uses.

Pursuant to these Decrees, Expo has 25.16 acre-feet of water in storage in Terrace Reservoir that it has leased to Subdistrict No. 6 for use in the 2026/2027 Annual Replacement Plan.

II. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of approving the change of the water rights listed above to include augmentation, replacement, remedy, including by substitution and exchange, for use as part of Subdistrict No. 6's Annual Replacement Plan, or by separate contract, by another subdistrict of the Rio Grande Water Conservation District for the same purposes. The water will be released at the direction of the Division Engineer to remedy injurious depletions to the Alamosa River, as described in the Plan of Water Management and Annual Replacement Plan.

III. Change of Water Right.

The water right to be changed is 25.16 acre-feet of water stored by Expo, LLC in Terrace Reservoir. Evidence of Subdistrict No. 6's right to use such water is attached as Exhibit B. To the extent necessary, any return flow obligations under the original use of this water were addressed in the 1982CW97 Decree.

IV. Operation of Plan.

Subdistrict No. 6, or another subdistrict under contract with Subdistrict No. 6, will release this water under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within the Subdistrict's Annual Replacement Plan or otherwise to comply with the requirements of that Plan.

Subdistrict No. 6 understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. Subdistrict further understands that, to the extent these 25.16 acre-feet are not released from storage or otherwise consumed, such amounts may be carried over and used in subsequent Annual Replacement Plans without the need for a subsequent Substitute Water Supply Plan.

Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

s/ *Arthur Sayre*
Subdistrict No. 6
Arthur L. Sayre, Esq.
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2026/2027 ARP year for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to § 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (February 19, 2026) this 19th day of February 2026 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@SpherosEnv.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM;

patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org; pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; cjjj2003@yahoo.com; mayatk30@gmail.com; kadr@bhgrlaw.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; cody.steuben@gmail.com; anthonyfarinacci@gmail.com; ryan.unterreiner@state.co.us; elizabeth.joyce@coag.gov; dmr247@gmail.com; andrea.bronson@dgslaw.com; AILIS.THYNE@STATE.CO.US; hayden@erccolorado.net; chris@rgwcd.org; rachel@kullmanwater.com; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; cogreenacres@gmail.com; jon.erickson@state.co.us; kckennedy163@gmail.com; jason.brothers@summitwatereng.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; MATTHEW@MERRILLWATERLAW.COM; TAMMY@PKENTERPRISESINC.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; AJONES@PANDREWJONES.COM; stagecoach.office@gmail.com; jason@agro.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; bzivkovich@mhfd.org; tarn.udall@coag.gov; thegoldenhoof@icloud.com; javier.vargasjohnson@state.co.us; ltiedemann@bbawater.com; srsypher@gmail.com; STEVEW@SWWCD.ORG; mneale@fcgov.com; twinpeakllc19@gmail.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; matt.whittaker@icloud.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; Michael@ColoradoRiverEng.com; rpittinger@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; efahrney@bbawater.com; lakebum60@gmail.com; jallmon@live.com; JWelch@epcor.com; johnsdelatour@gmail.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; michael.eytel@ae2s.com; april@rgwcd.org; michelle.lanzoni@state.co.us; wadethenderson@gmail.com; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; jimjopustizzi@gmail.com; linda@lcwaterlaw.com; angelo@rgwcd.org; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; taylor@rgwcd.org; kathi.lapoint@corteva.com; johnj@white-jankowski.com; lratcliff@mbssllp.com; rggarcia3@gmail.com; webb81154@gmail.com; wellinspector@msn.com; eric.peterson@whitesandswater.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com;

mail@cjzwaterlaw.com; taosullivan@fredweberinc.com; tynerrye@gmail.com; adam.kremers@gmail.com; dana.showalter@coag.gov; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; kerry.major@state.co.us; clayton@agro.com; austin@waterexchange.com; jessica.valdez@state.co.us; KATHERINE.CARTER@BHGRLAW.COM; madison@quantumwaterco.com; aley@svolgeregroup.com; ALadd@dickinson-wright.com; LRatcliff@somachlaw.com; newearthcolorado@gmail.com; ADAM.CROWDER@STATE.CO.US; cosmo433@gmail.com; pjaacks@jjnrlaw.com; abonatogach@coloradowatertrust.org; sudeefloyd@me.com; AKEHRL@LYONSGADDIS.COM; john@hpkwaterlaw.com; nphelps@schnabel-eng.com; bcrowell@saguachecounty-co.gov; ed.armbruster@whitesandswater.com; amber.lidell@usda.gov; ashley.moffatt@spherosenv.com; cway@ciginvest.com; etrout@fwlaw.com; jankowski@westwaterresearch.com;

s/ *Arthur Sayre*
Arthur L. Sayre

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6. of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 6"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right will be produced under the plan for augmentation for 2024 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The Subdistrict No. 6 desires to lease 22.0 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict No. 6 agrees to lease 22.0 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict No. 6, which date shall be the "Effective Date" and will end at midnight on April 30, 2025.

1.3. Lease Price. The lease price for the 22.0 acre-feet of water i[redacted]y [redacted]) per acre-foot for a total lease price of [redacted] with all [redacted]ue and payable within ten business days after the Effective Date of this agreement. By July 1, 2024, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 22 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 1st, 2024.

1.4. Failure to Pay. If the Subdistrict No. 6 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 22.0 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2024. After the Effective Date the Lessor will not be entitled to use or dispose of the 22.0

acre-feet of Stored Water under this lease and, thereafter, the Subdistrict No. 6 shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict No. 6 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. Subdistrict No. 6 is responsible for obtaining any approvals necessary for Subdistrict No. 6's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon Subdistrict No. 6's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to Subdistrict No. 6.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 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 Lessor:
EXPO, LLC
C/O: Alex Miller, CFO
15 Washington Street
Monte Vista, CO 81144
Fax: _____
E-mail: _____

To SUBDISTRICT NO. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 6's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water not paid for by Subdistrict No. 6.

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 Lessor or Subdistrict No. 6 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and Subdistrict No. 6 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 Lessor and Subdistrict No. 6. 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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or Subdistrict No. 6 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. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: _____ **Date** 3/18/24

Name: Alex Miller

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: _____ **Date** 3/18/24

Angelo Bellah, Program Manager

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6. of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 6"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right will be produced under the plan for augmentation for 2025 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The Subdistrict No. 6 desires to lease 25.16 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict No. 6 agrees to lease 25.16 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict No. 6, which date shall be the "Effective Date" and will end at midnight on April 30, 2026.

1.3. Lease Price. The lease price for the 25.16 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement. By July 1, 2025, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 25.16 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 1, 2025.

1.4. Failure to Pay. If the Subdistrict No. 6 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 25.16 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2025. After the Effective Date the Lessee is obligated to receive the entirety of

water subject to this Agreement and the Lessor will not be entitled to use or dispose of the 25.16 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict No. 6 shall bear all seepage, evaporation and transit losses on the subject water. Subdistrict No. 6 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. Subdistrict No. 6 is responsible for obtaining any approvals necessary for Subdistrict No. 6's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon Subdistrict No. 6's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to Subdistrict No. 6.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 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 Lessor:
EXPO, LLC
C/O: Alex Miller, CFO
15 Washington Street
Monte Vista, CO 81144
Fax: _____
E-mail: _____

To SUBDISTRICT NO. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 6's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water not paid for by Subdistrict No. 6.

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 Lessor or Subdistrict No. 6 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and Subdistrict No. 6 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 Lessor and Subdistrict No. 6. 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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or Subdistrict No. 6 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. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: _____ **Date** 1/10/25

Name: Alex Miller

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: _____ **Date** 1/10/25

Angelo Bellah, Program Manager

TEMPORARY PUMPING REDUCTION CONTRACT

THIS CONTRACT is made and entered into this 16 day of December, 2024, between James N. Hart ("Owner"), whose address is [redacted] and the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict"), whose address is 8805 Independence Way, Alamosa, CO 81101, sometimes referred to collectively as the "Parties".

RECITALS

WHEREAS, Owners owns the following described groundwater rights and/or permits to withdraw ground water within Water Division No. 3: WDID 2012586; Case No. W-2549, Well #2, District Court in and for Water Division No. 3; Permit No. 053198-F ("Water Right"); and,

WHEREAS, Owner has historically used the Water Rights for piscatorial purposes and has the legal right and physical ability to withdraw at least 500 acre-feet per year under the Water Right; and,

WHEREAS, Owner is willing to reduce the amount of groundwater withdrawn under the Water Rights; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Reduction in Ground Water Withdrawals. Owner agrees to limit his groundwater withdrawals from the Water Rights to 100 acre-feet per year, or 500 acre-feet over the term of this Contract. Owner may withdraw any amount in a given year under the Water Rights, but cannot exceed 500 acre-feet over the Term of this Contract.

2. Term. This Contract will operate from January 1, 2025 through December 31, 2030. This Contract is not renewable, but the Parties may enter into a new contract at the end of the Term.

3. Compensation. Subdistrict shall pay to Owner [redacted] per acre-foot of reduced groundwater withdrawals per year [redacted] over the 5-year term per year being [redacted] over the 5-year term. If Owner complies with the terms of this Contract, the Subdistrict will make the annual [redacted] payment prior to February 15 of the year after the reduced groundwater withdrawals (e.g., payment for reduced groundwater withdrawals in 2025 will be paid by February 15, 2026).

4. Meter Reporting. Owner will provide to the Subdistrict the meter reading at the start of the Term of this Contract and the meter reading on December 31 for each successive year during the Term.

5. Penalty. If, at the end of the Term of this Contract, Owner has withdrawn more than 500 acre-feet Owner must pay to Subdistrict [redacted] per acre-foot above the 500 acre-foot

groundwater withdrawal limit. That amount will be offset against any amount owed to Owner by Subdistrict under this Contract.

6. Use of the Well. Subdistrict will have the right, but not the obligation, to use the existing well currently being used for the withdrawal of groundwater under the Water Rights in order to remedy injurious depletions caused by groundwater withdrawals from Subdistrict Wells under the following requirements:

6.1 It will be the Subdistrict's sole responsibility to obtain the right to use water right(s) separate from the Water Rights subject to this Contract and obtain any necessary administrative or judicial approval to use such water right(s) at its sole expense. Subdistrict will not use any portion the Water Rights for any purpose.

6.2 Any equipment or infrastructure, including but not limited to a meter, necessary to use the well for the remedy of injurious depletions will be sourced and installed at the sole expense of the Subdistrict. At the end of the Term of this Contract, Subdistrict will remove any such added equipment or infrastructure at its sole expense, unless Owner wishes to purchase such equipment or infrastructure. Any such purchase will be for a price to be negotiated between Owner and Subdistrict in the future.

6.3 The installation of any equipment or infrastructure by the Subdistrict, and the use of the well by Subdistrict, may not interfere with Owner's use of the well or the 500 acre-feet of groundwater withdrawals over the Term of this Contract.

6.4 Subdistrict must install a separate meter to record its use of the well and its groundwater withdrawals for remedying injurious depletions. In this instance, the Owner will not pay any Subdistrict groundwater withdrawal fees for the Subdistrict's use of the well. Subdistrict will be solely responsible for reporting its groundwater withdrawals in compliance with the Water Division No. 3 Meter Rules.

6.5 Any increase in costs, including but not limited to power, due to Subdistrict's use of the well will be divided pro-rata between Owner and Subdistrict based on the annual quantity of groundwater withdrawn by Owner under the Water Rights and by the Subdistrict for its purposes (e.g. if Owner withdraws 100 acre-feet for piscatorial purposes in one year and Subdistrict withdraws 300 acre-feet for remedy in that same year, power costs will be divided between Owner 25% and Subdistrict 75%).

6.6 If non-routine repairs to the well are necessary, Owner will inform Subdistrict before those repairs are made. Owner and Subdistrict will negotiate in good faith to agree on a split of such costs, or the Subdistrict may cease using the well under this paragraph 6.

7. During the Term of this Contract, the portion of the Water Rights not withdrawn will be considered enrolled in the Rio Grande Water Conservation District's water conservation program, as that term is used in section 37-92-103(2)(b)(I).

8. Notices. Notices, consents, approvals, or other communications provided for herein or given in connection herewith shall be deemed given, made, delivered, or served if made in writing and delivered personally or sent by registered or certified United States mail, return receipt requested and postage prepaid, to:

OWNER
James N. Hart
[redacted]
Email: james@hartfarmsinc.com

SUBDISTRICT:
Program Manager
RGWCD, Subdistrict No. 6
8805 Independence Way
Alamosa, CO 81101
Email: angelo@rgwcd.org

With copy to:
Peter J. Ampe, Esq.
Matthew A. Montgomery, Esq
Hill & Robbins, P.C.
3401 Quebec St., Ste. 3400
Denver, CO 80207
Email: peterampe@hillandrobbins.com
matthewmontgomery@hillandrobbins.com

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner to the other party. Such notices or other communications shall be deemed given or made upon delivery, if delivered personally, or upon the date of the mailing, if sent by registered or certified United States mail.

9. Default, Right to Cure and Remedies. In the event that either party believes that the other is in default of any obligation under this Contract, the non-defaulting party must give written notice of the default to the party it believes is in default. If a notice of default is provided, the party accused of the default must 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 28 days, the parties may resort to their remedies.

10. Binding Effect. This Contract is binding upon and inures to the benefit of the Parties and their respective heirs and successors.

11. Assignment. There shall be no assignment of any interest under this Contract without the prior written consent of the other party, which consent will not be unreasonably withheld. Upon an authorized assignment, all the provisions hereof will inure to the benefit and be binding upon the successors, heirs, and assigns of Owner and Subdistrict.

12. Waiver. No delay in exercising any remedy will constitute a waiver thereof, and no waiver by the Owner or the Subdistrict of the breach of any covenant or condition of this Contract will be construed as a waiver of any preceding or succeeding breach of the same, or any other covenant or condition of this Contract.

13. Captions. The captions of the paragraphs of this Contract are for convenience only and do not govern or influence the interpretation hereof.

14. Colorado Law. This Contract is governed by the laws of the State of Colorado.

15. Place of Performance and Venue. The parties agree that this Contract is performable in Rio Grande County, Colorado, and that venue for any disputes over any issue resulting from this Contract must be in Rio Grande County District Court.

16. Entire Agreement and Changes. This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the Parties, oral or written, are hereby superseded and merged herein. No change or addition may be made to this Contract, except by a written agreement executed by the parties.

17. Counterparts. This Contract may be executed in duplicate counterparts and the counterparts will, together, constitute this Contract.

18. Date of this Contract. The date of this Contract is the date of the execution of this Contract by the Owner and the Subdistrict, if executed on the same date. If the Contract is not executed by the Owner and the Subdistrict on the same date, then the date of this Contract is the latest date on which Owner or the Subdistrict executed this Contract.

19. Additional Warranties by Owner. If the conditions set forth in paragraph 6, above are satisfied, the Owner makes the following representations, warranties, and covenants to the Enterprise:

19.1 The Owner, and the undersigned, has the right, power, and authority to enter into this Contract and to perform the obligations hereunder.

19.2 This Contract constitutes the legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with its terms. Neither this Contract nor the consummation of any of the transactions contemplated hereby violates or will violate any provision of any agreement or documents to which the Owner is a party or to which the Owner is bound.

19.3 There is no suit, action, or arbitration, or legal, administrative, or other proceeding, formal or informal, pending or threatened, which affects the Owner's ability to perform this Contract.

19.4 The execution, delivery, and performance of this Contract shall not breach or constitute a default, or grounds for the acceleration of the maturity of, any agreement, indenture, undertaking or other instrument, to which the

Owner is a party or by which the Owner or any of its property may be bound or affected, subject to paragraph 2, above.

WATER ACTIVITY ENTERPRISE of SPECIAL IMPROVEMENT DISTRICT NO. 6

By: _____
Angelo Bellah
Program Manager

OWNER

By: _____
James N. Hart

12-16-24

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AMENDMENT TO WELL AND WATER RIGHT LEASE AND DRY UP AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made between Maria M. Gonzales ("Well Owner") and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Subdistrict") this __day of January 2026.

RECITALS

A. WHEREAS, Well Owner and the Subdistrict entered into an Agreement on November ___, 2025 ("Original Agreement") for the Subdistrict's use of a well located in the SW1/4 of the NE1/4 of Section 15, Township 35 North, Range 8 East, N.M.P.M., with WDID 2105168, permitted as Permit Number 5571-F, and the water right for Well No. 1 confirmed by the Decree entered on October 4th, 1973 in Case No. W-732 by the District Court in and for Water Division 3 for 6.12 cfs, being 12.24 acre-feet in a 24 hour period for irrigation of lands, with an appropriation date of November 13, 1964, which are owned by the Well Owner (the "Well and Water Right"); and

B. WHEREAS, in the Original Agreement the Well Owner and the Subdistrict expressed that the Subdistrict's use of the Well and Water Right was for changed uses of augmentation and replacement to La Jara Creek in the Subdistrict's ARPs for the period of three years starting May 1, 2026 through April 30, 2029 pursuant to Substitute Water Supply Plans approved by the State Engineer pursuant to C.R.S. § 37-92-308 ("SWSP"); and

C. WHEREAS, the Well Owner and Subdistrict wish to clarify and expand that the Subdistrict's use of the Well and Water Right may include augmentation and replacement of depletions in the ARPs of the Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District ("Subdistrict No. 3") and Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict No. 6").

AMENDMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants below, the parties agree as follows:

1 Use of Well and Water Right. Subject to SWSP approval, the uses of water permitted by the Original Agreement for the Subdistrict's use of the Well and Water Right are clarified and amended to include the Subdistrict's use of the Well and Water Right for changed uses of augmentation and replacement to La Jara Creek in the Subdistrict's ARPs for the period of three years starting May 1, 2026 through April 30, 2029, as well as use for

augmentation and replacement to La Jarra Creek in the ARPs of Subdistrict No. 3 and Subdistrict No. 6 for the period of three years starting May 1, 2026 through April 30, 2029.

2 Title to Water Rights. Nothing in this Agreement is to be interpreted as giving any Subdistrict and water right owner thereunder any legal or equitable title in or to the Well Owner's Well and Water Right or Water right usage.

3 Indemnification. The Subdistrict shall be responsible and liable to the Well Owner and indemnify and hold the Well Owner harmless from and against all claims, costs, expenses, damages, and liabilities, including personal injury, death, or property damage claims arising or in any manner occasioned by the exercise of its rights and obligations under this lease.

4 Additional Subdistricts. No Subdistrict shall be entitled to rights and benefits of this agreement, except as shall have executed this agreement.

5 Binding effect. The provisions of this agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns. All OBLIGATIONS HEREIN ARE JOINT AND SEVERAL

6 No Modification. Except as specifically modified by this Amendment, all other terms of the Original Agreement are confirmed and ratified by the Parties hereto.

IN WITNESS WHEREOF, Well Owner and the Subdistrict have executed this Amendment on their respective behalf and by their proper officers.

Groundwater Management Subdistrict of
the Trinchera Water Conservancy District

By:_____

Dated:_____

ATTEST: (Seal)

_____
Secretary

WELL OWNER

By: Martin A. Gonzales as POR
Maria Gonzales
Dated: 1/21/2026

SUBDISTRICT NOS. 3 and 6

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 1/28/26
Angelo Bellah — Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 6Water
Activity Enterprise

By: _____ 1/28/26
Angelo Bellah — Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,

The Rio Grande Water Conservation District

By: _____ 11/30/26
Amber Pacheco — Date
Acting General Manager
Rio Grande Water Conservation District,

REPLACEMENT WATER ALLOCATION AND OPERATING AGREEMENT

THIS AGREEMENT ("Agreement") is made between the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as an enterprise ("Trinchera Subdistrict"), Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District ("Subdistrict No. 3") and Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict No. 6"), (the Trinchera Subdistrict, Subdistrict No. 3 and Subdistrict No. 6 may be referred to jointly as the "Subdistricts").

RECITALS

A. WHEREAS, the State Engineer of Colorado has promulgated rules and regulations ("Rules") under which the pumping of wells within the boundaries of the Trinchera Subdistrict, Subdistrict No. 3 and Subdistrict No. 6, will be curtailed unless these wells are included within an approved groundwater management plan or plan for augmentation. The Rules require that, in order to remain in operation, wells must replace injurious stream depletions that they cause; and

A. WHEREAS, in order to satisfy the Rules, each of the Subdistricts has developed a groundwater management plan ("Plan"), that has been approved by the State Engineer. With an approved Plan in place, each of the Subdistricts must provide annual replacement plans ("ARPs"), which specify in detail how the relevant Subdistrict will meet the requirements of the Rules, including the replacement of injurious stream depletions; and

B. WHEREAS, the Trinchera Subdistrict, Subdistrict No. 3 and Subdistrict No. 6 each require replacement water that can be delivered to La Jara Creek for the period of April 1, 2026 through November 1, 2028 in order to satisfy the requirements of the Rules for the replacement of injurious stream depletions as necessary for approval of its ARPs; and

C. WHEREAS, the Trinchera Subdistrict has entered into a "Well and Water Right Lease and Dry Up Agreement" dated November 19, 2025 with Maria M. Gonzales, as amended on February 3, 2026, (the "Gonzales Well Lease"), the owner of the well located in the SW1/4 of the NE1/4 of Section 15, Township 35 North, Range 8 East, N.M.P.M., with WDID 2105168, permitted as Permit Number 5571-F, and the water right for Well No. 1 confirmed by the Decree entered on October 4th, 1973 in Case No. W-732 by the District Court in and for Water Division 3 for 6.12 cfs, being 12.24 acre-feet in a 24 hour period for irrigation of lands, with an appropriation date of November 13, 1964 (the "Gonzales Well and Water Right"). A copy of the Gonzales Well Lease, as amended, is attached and incorporated as Exhibit A;

D. WHEREAS, the Trinchera Subdistrict has entered into a "Water Right Lease Agreement" dated January23, 2026 with Brock Canty for a term of one year, (the "Canty Water

Right Lease"), the owner of the water right associated with Well No. 1, Case No. W-668, Registration No. 1478-R, WDID 2105160, for 1500 gpm for irrigation, with an appropriation date of March 31, 1957, as changed pursuant to the decree entered in Case No. 2016CW3002 (WD3) on April 30, 2017 (the "Canty Water Right"). The Canty Water Right Lease contemplates that that the Canty Wate Right would be withdrawn via the Gonzales Well as an alternate point of diversion pursuant to a Substitute Water Supply Plan under C.R.S. § 37-92-308(5). A copy of the Canty Water Right Lease is attached and incorporated as Exhibit B; and

E. WHEREAS, Subdistricts wish to enter into an agreement for the coordinated operation, sharing, and allocation of water produced by the Gonzales Well and Water Right and the Canty Water Right for the changed uses of augmentation and replacement to La Jara Creek in the Subdistricts' respective ARPs for the period of three years starting May 1, 2026 through April 30, 2029 pursuant to Substitute Water Supply Plans approved by the State Engineer pursuant to C.R.S. § 37-92-308, and for the financial contribution by Subdistrict No. 3 and Subdistrict No. 6 to the costs incurred by the Trinchera Subdistrict for satisfaction of the terms and conditions of the Gonzales Well Lease and the Canty Water Right Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants below, the parties agree as follows:

1 Splitting of Gonzales Well Lease Amount. The annual lease amount for use of the Gonzales Well and Water Rights under the Gonzales Well Lease is [redacted] per year. The Subdistricts shall split the lease amount on the following schedule:

1.1 The Trinchera Subdistrict shall be responsible for [redacted] of the annual lease amount, less any credit available for costs incurred by the Trinchera Subdistrict in the first year of the Gonzales Well Lease for revegetation of the historically irrigated lands;

1.2 Subdistrict No. 3 shall be responsible for [redacted] of the annual lease amount under the Gonzales Well Lease; and

1.3 Subdistrict No. 6 shall be responsible for [redacted] of the annual lease amount under the Gonzales Well Lease.

1.4 Subdistrict Nos. 3 and 6 shall remit their proportional share to the Trinchera Subdistrict on or before May 1st of each year.

2 Splitting of Canty Water Right Lease Amount. The amount for use of the Canty Water Right for the 2026 ARP year under the Canty Water Right Lease is [redacted] The Subdistricts shall split the lease amount on the following schedule:

2.1 The Trinchera Subdistrict shall be responsible for [redacted] of the annual lease amount under the Canty Water Right Lease,

2.2 Subdistrict No. 3 shall be responsible for [redacted] of the annual lease amount under the Canty Water Right Lease; and

2.3 Subdistrict No. 6 shall be responsible for [redacted] of the annual lease amount under the Canty Water Right Lease.

2.4 Subdistrict Nos. 3 and 6 shall remit their proportional share of the Canty Water Right Lease Amount to the Trinchera Subdistrict within 30 days of the effective date of this Agreement.

3 Use of the Gonzales Well as an Alternate Point of Diversion for the Canty Right. Subject to approval by the State Engineer, it is anticipated that the Gonzales Well will be used as an alternate point of diversion for the Canty Water Right. If the Subdistricts obtain approval for such operations and operates the Gonzales Well for such purposes, the Gonzales Well Lease requires an additional [redacted] for any year of such use, which shall be allocated between the Subdistricts on an equal basis of [redacted] each. Under the Terms of the Gonzales Well Lease the Trinchera Subdistrict will make the payment to the well owner, and shall be reimbursed by Subdistrict Nos. 3 and 6 in the above amounts, within 30 days of notice that the Trinchera Subdistrict has made the payment required by the Gonzles Well Lease.

4 Pumping Costs. The Trinchera Subdistrict will coordinate payment of pumping and electrical costs associated with the Subdistricts' use of the Gonzales Well. Subdistrict Nos. 3 and 6 shall each be responsible for 1/3 of such costs and shall reimburse the Trinchera Subdistrict for its payment of pumping and electrical costs under the Gonzales Well and Water Rights Lease. Such reimbursement shall be made within 30 days of notice that the Trinchera Subdistrict has paid those amount.

5 Initial Allocation of Replacement Water. For each ARP period, the allowable withdrawals from the Gonzales Well for use of the Gonzales and Canty Water Rights for replacement purposes under the State Engineer's approval pursuant to C.R.S. § 37-92-308(5) shall be allocated equally between the Subdistricts, with 1/3 each (the "Initial Credit Allocation").

6 Annual True-Up of Lease Amounts Based on Use. It is anticipated that the Subdistricts may require more or less than their Initial Credit Allocation during an ARP year, and the Subdistricts will work together to coordinate the use of the replacement water to La Jara Creek from the Gonzales Well so that their respective ARPs remain in full compliance with the terms and conditions of their approval. In order for a Subdistrict to use more than its Initial Credit Allocation, one of the other Subdistricts will have to have agreed and confirmed in writing to make a release of an equivalent amount of its Initial Credit

Allocation for that year. Within 60 days of the end of the Irrigation Season, as established by the State Engineer under the Rules, the Subdistricts shall report to each other the total amount of replacement water from the Gonzales Well that was used to meet their respective depletion obligations through that point in the year. Those Subdistricts that utilized more than their Initial Credit Allocation shall reimburse those Subdistricts that released a portion of their credit allocation. The amount of reimbursement shall reflect the acre-foot rental and pumping costs previously paid under paragraphs 1-4 above for the additional amount used. Such amounts shall be paid within 30 days after the Subdistricts determine their respective use under paragraph 8 below.

7 Maintenance and Repair. The Subdistricts shall share equally ordinary maintenance and repair costs for their use of the Gonzales Well during the term of the Gonzales Well and Water Rights Lease. Such obligation shall not extend to replacement of pumps or re-drilling and casing of any replacement well.

8 Coordinated Operation of the Gonzales Well. Staff of Subdistrict No. 6 will be primarily responsible for the operation of the Gonzales Well, including monitoring groundwater withdrawals and providing sufficient water to meet the requirements of the Subdistricts' ARPs under an approved Substitute Water Supply Plan.

8.1 Subdistrict No. 3 and the Trinchera Subdistrict will provide to Subdistrict No. 6 staff copies of their approved 2026 ARP showing the depletions calculated to La Jara creek.

8.2 Subdistrict No. 6 staff will record the quantity of water provided to remedy injurious depletions for each Subdistrict on a daily basis and provide a monthly report of the depletions remedied to Subdistrict No. 3 and the Trinchera Subdistrict by the 5th day of the subsequent month.

8.3 On or before December 1, 2026, Subdistrict No. 6 staff will provide a complete written accounting of all expenses for the use of the Well to Subdistrict No. 3 and the Trinchera Subdistrict in compliance with paragraphs 1, 3, 6, and 7.

8.4 On or before December 1, 2026, Subdistrict No. 6 staff will provide a complete accounting of all groundwater withdrawn and used to remedy injurious depletions for the Subdistrict, further broken down by acre feet provided for each Subdistrict's use.

9 Subdistrict 6 Assessments and Fees. On or before December 31 of each year of this Agreement, Subdistrict No. 6 will provide Subdistrict No. 3 and the Trinchera Subdistrict with written invoices with the amounts due to Subdistrict No. 6 under the Subdistrict's water withdrawal fees. Such fees will be based only on the groundwater withdrawn in that year and will not operate on a rolling average or in arrears. The groundwater withdrawal fees will be the same fees as are applicable to all wells operating under the Subdistrict No. 6 ARP for the applicable year.

9.1 Final fee amount for Subdistrict No. 3 and the Trinchera Subdistrict will be based on the pro-rata amounts of groundwater provided for the use of Subdistrict No. 3 and the Trinchera Subdistrict from the Gonzales Well, respectively, and used to remedy injurious depletions.

9.2 Subdistrict No. 3 and the Trinchera Subdistrict will pay any amounts due under this paragraph 9 and its subsections to Subdistrict No. 6 on or before February 1, 2027.

10 Post Agreement Subdistrict 6 Assessments and Fees based on Groundwater Withdrawals. Groundwater withdrawals under this Agreement and the various leases will not be attributed to Maria M. Gonzales, or her successors and assigns, in 2026 or subsequent years. Costs and fees paid under this Agreement are deemed sufficient to compensate Subdistrict No. 6 for the groundwater withdrawn.

11 Informal Offsets. Subdistricts may agree in writing to offset the amounts owed to each other under this Agreement.

12 Term. The term of this agreement shall be from the date first stated in this agreement through December 31, 2028.

13 Notice: All notices to be given with respect to this Agreement will be in writing. Each notice will be sent by United States mail, first class postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice is deemed to have been given at the time it is deposited in the United States mail or personally delivered in the manner prescribed herein. Nothing herein precludes personal service of any notice in the manner prescribed for personal services of a summons or other legal process. All notices required to be given will be delivered to:

To Rio Grande Water Conservation District, Subdistrict No. 3, and/or Subdistrict No. 6:

Amber Pacheco
Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Groundwater Management Subdistrict of the Trinchera Water Conservancy District
:

Monty Smith
President

Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO
81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

14 Waiver. Failure of either party to this Agreement to exercise any right hereunder is not a waiver of such party's right and does not affect the right of said party to exercise, at some future time, said right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Agreement is a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.

15 Remedies. In the event that a party defaults in the performance of any of its obligations under this Agreement, each party has all remedies provided in this Agreement or by law or equity, including but not limited to temporary restraining orders, temporary injunctions, permanent injunctions, and specific performance.

16 Right to Enter into Agreement. Each party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.

17 Governing Law. This Agreement is governed by the laws of the State of Colorado in all respects.

18 Entire Agreement, Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter described in it and supersedes any and all prior or contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement is binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, The Subdistricts have executed this Agreement on their respective behalf and by their proper officers.

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 3/18/26
Angelo Bellah — Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 6
Water Activity Enterprise

By: _____ 3/18/26
Angelo Bellah — Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,

The Rio Grande Water Conservation District

By: Amber Pacheco 3/18/26
Amber Pacheco — Date
Acting General Manager
Rio Grande Water Conservation District,

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 3/18/26
Monty Smith — Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

AGRO ENGINEERING, INC.

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 Road 2 South, Alamosa, CO 81101 ♦ Phone:(719) 852-4957 ♦ Fax:(719) 852-5146

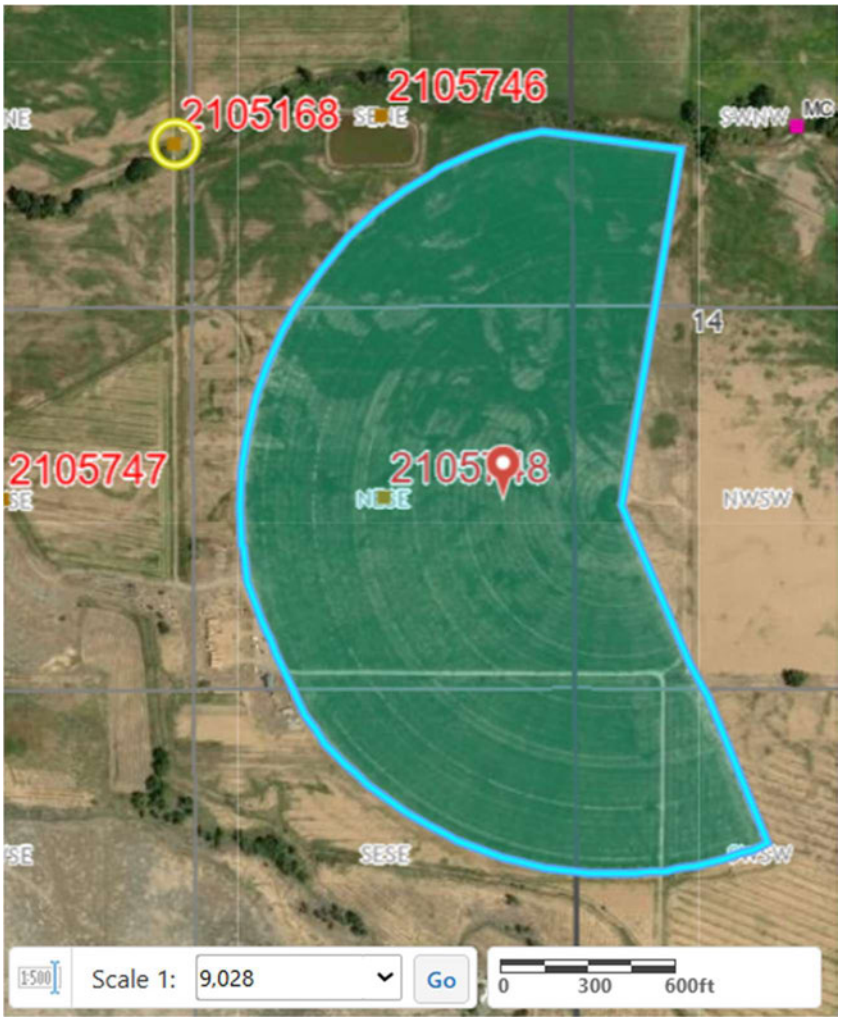
OUTLINE OF SUBSTITUTE WATER SUPPLY PLAN

The Groundwater Management Subdistrict of the Trinchera Water Conservancy District (the "Trinchera Subdistrict") applies for approval of this substitute water supply plan under Section 37-92-308 (5), C.R.S. The Trinchera Subdistrict seeks a change of water right for the period of April 1, 2026 through March 31, 2027 ("SWSP Period"), which will allow the Trinchera Subdistrict to replace injurious depletions caused by wells within the Trinchera Subdistrict and within the protection of the Trinchera Subdistrict's approved Groundwater Management Plan ("GMP") and the Annual Replacement Plans ("ARPs") that the Trinchera Subdistrict has submitted for the period of April 1, 2026 through April 30, 2026("2025 ARP") and May 1, 2026 through March 31, 2027 ("2026 ARP"). This application relates only to the SWSP Period. The Trinchera Subdistrict intends to assess the results of the operations during the SWSP Period as well as other approaches to decide how to operate in future years.

An application for approval of a change of water right has not been filed with the Division 3 Water Court. This would be the first year of operation under the proposed SWSP. This request has been sent to the notification list on November 20, 2025.

Trinchera currently replaces injurious stream depletions caused by consumption of groundwater by wells within the Trinchera Response Area that have been included in its GMP and ARP's. The source of water for these wells is predominantly the unconfined aquifer, however there are nineteen wells on the western side of the response area that pump from the confined aquifer. In the Phase 7 RGDSS Model Run and associated response function calculates depletions to La Jara Creek caused by well pumping in the Trinchera Response Area. This application outlines a temporary change of water right to make available one source for replacement for these depletions.

Trinchera Subdistrict has a lease agreement with Mrs. Gonzales to lease the use of her well WDID 2105168 and associated water rights to temporarily fallow the land that this well has been serving in recent years. This well was decreed as Well No. 1 W-732 as an irrigation well with a diversion limitation of 2,750 g.p.m. with a priority date of November 13, 1964. It was permitted as 5571-F. The Statement of Beneficial Use amended the permit correcting the location of the well and location of the lands irrigated. The Statement of Beneficial Use lists irrigation of 400 acres in Section 14 and the East ½ of Section 15 in Township 35 North, Range 8 East NMPM and the location of the well as the South East of the North East of Section 15. The well is completed to a depth of 551 feet and sits west of the blue clay. The parcel served by the well is a part circle center pivot serving 74 acres. The well has only been used on this parcel in the time period included in the analysis. In addition to the well this parcel is served by Capulin Ditch and Valley Ditch. The ditches are not part of this application for change.



2. Historic Consumptive Use Analysis

The period for this consumptive use analysis is the year 2009 through 2024. This period was chosen as it has diversion records available This period includes both wet and dry years.

Well Diversions

Starting in 2009 diversion records are available for the well. These diversions are presented in Table 1. Diversion averaged 50.47 acre-ft with a maximum of 122.02 acre-ft in 2012.

Table 1 Wells Diversion and CU

Year	Diversion	Consumptive Use
	acre-ft	acre-ft
2009	0.03	0.03
2010	36.46	30.99
2011	101.64	86.39
2012	122.02	103.72
2013	148.55	126.27
2014	0.02	0.02
2015	55.17	46.89
2016	67.05	56.99
2017	0.19	0.16
2018	111.39	94.68
2019	0	0
2020	48.76	41.45
2021	50.08	42.57
2022	16.86	14.33
2023	49.17	41.79
2024	0.09	0.08
Average	50.47	42.9

Consumptive Use

The water diverted above supplied center pivot irrigation systems with a presumed consumptive use efficiency of 85% per phase 7 of the Rio Grande Discission Support System. Consumptive use is calculated by multiplying the diversion by the presumed application efficiency. Consumptive use has averaged 42.9 acre-ft during the study period with a maximum value of 126.47 acre-ft. For comparison StateCU Model is used to calculate the potential consumptive use of the 74 acre field and is presented in table 2. The cropping used was small grains for 2009-2010 and alfalfa for the remaining years based on the aerial photos. The weather station used was LAJARA, 2 MI S LAJARA with any missing data from ALAMOSA SAN LUIS VALLEY RGNL. Aerial photos and the StateCU data are attached. On average, the field consumptive use has been 181.5 acre-ft with the well supplying an average of 23% of that volume.

Table 2. StateCU Comparison

Year	Field IWR Total	Field Area Acres	Field CU Acre-ft	Field Diversion Acre-ft	Well Diversion Acre-ft	Well CU Acre-ft	% of IWR Supplied by Well Acre-ft
2009	1.52	74	112.6	132.5	0.03	0.03	0.0%
2010	1.64	74	121.6	143.0	36.46	30.99	25.5%
2011	2.69	74	199.0	234.1	101.64	86.39	43.4%
2012	2.59	74	191.8	225.7	122.02	103.72	54.1%
2013	2.39	74	177.1	208.3	148.55	126.27	71.3%
2014	2.54	74	188.1	221.3	0.02	0.02	0.0%
2015	2.52	74	186.3	219.2	55.17	46.89	25.2%
2016	2.43	74	179.5	211.2	67.05	56.99	31.7%
2017	2.29	74	169.1	198.9	0.19	0.16	0.1%
2018	2.72	74	201.2	236.7	111.39	94.68	47.1%
2019	2.38	74	176.3	207.5	0	0.00	0.0%
2020	3.06	74	226.7	266.7	48.76	41.45	18.3%
2021	2.86	74	211.8	249.2	50.08	42.57	20.1%
2022	2.59	74	191.8	225.7	16.86	14.33	7.5%
2023	2.46	74	182.3	214.4	49.17	41.79	22.9%
2024	2.56	74	189.4	222.9	0.09	0.08	0.0%
Average	2.45	74	181.5	213.6	50.47	42.90	23%

Return Flows

As this well diverts from the unconfined aquifer, return flows have historically returned to the aquifer of origin.

3. Conditions for SWSP

Trinchera Subdistrict seeks approval of this SWSP such that the use of this well be changed for replacement of depletions. In order that historic consumptive use levels are not exceeded, Trinchera Subdistrict will limit well consumptive use to 42.6 acre-ft. Flowrate will be limited to 2750 g.p.m. Diversion will be recorded by a flowmeter. By only diverting the historical consumptive use portion of historical diversions the volume of return flows that would have returned to the aquifer will be maintained in the aquifer. The diversion of replacement water will be fully consumptive (100% CU ratio). During the period of this SWSP the 74 acres served by the center pivot will not be irrigated by the well. The parcel will not be irrigated by surface water other than for establishment of a cover crop with up to 8" of water applied per acre (49.3 acre-ft). The average consumptive use on this parcel has been 181.5 acre-ft. After accounting for the 42.6 acre-ft of consumptive use for replacement and 49 acre-ft for establishment of a cover crop there is an excess of 89.6 acre-ft of consumptive use dry up to ensure no expansion of use.

It is requested that this replacement source could be used for replacement of depletions for the Trinchera Subdistrict, Subdistrict 3, and Subdistrict 6. It is requested that it be used for replacement of depletions on La Jara Creek. It is requested that this replacement source may be exchanged into storage in reservoirs on the La Jara Creek for use at a later date.

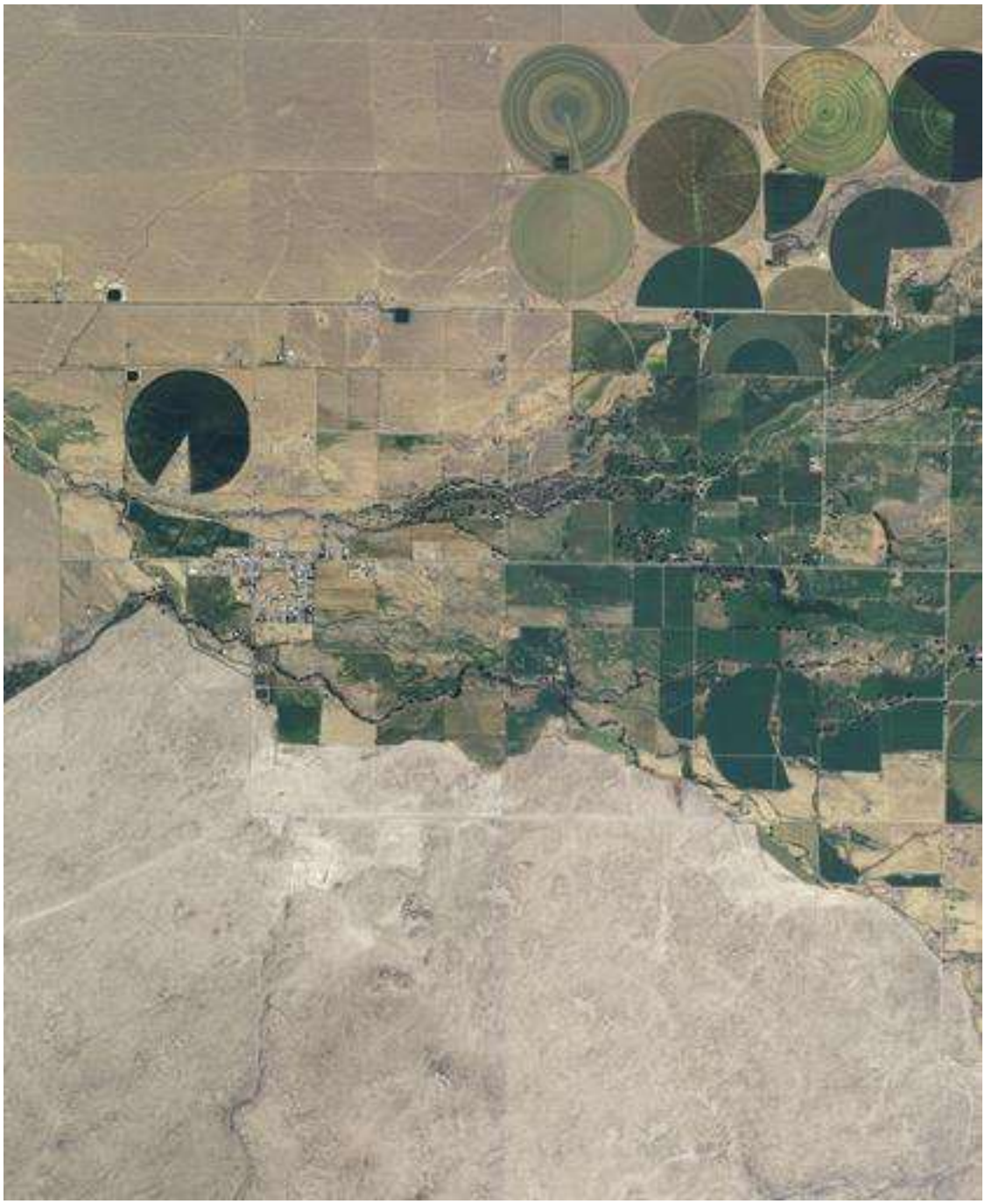
Respectfully,



Jason Lorenz, PE
Agro Engineering, Inc.
Jason@agro.com
719.850.4011



08/08/2009



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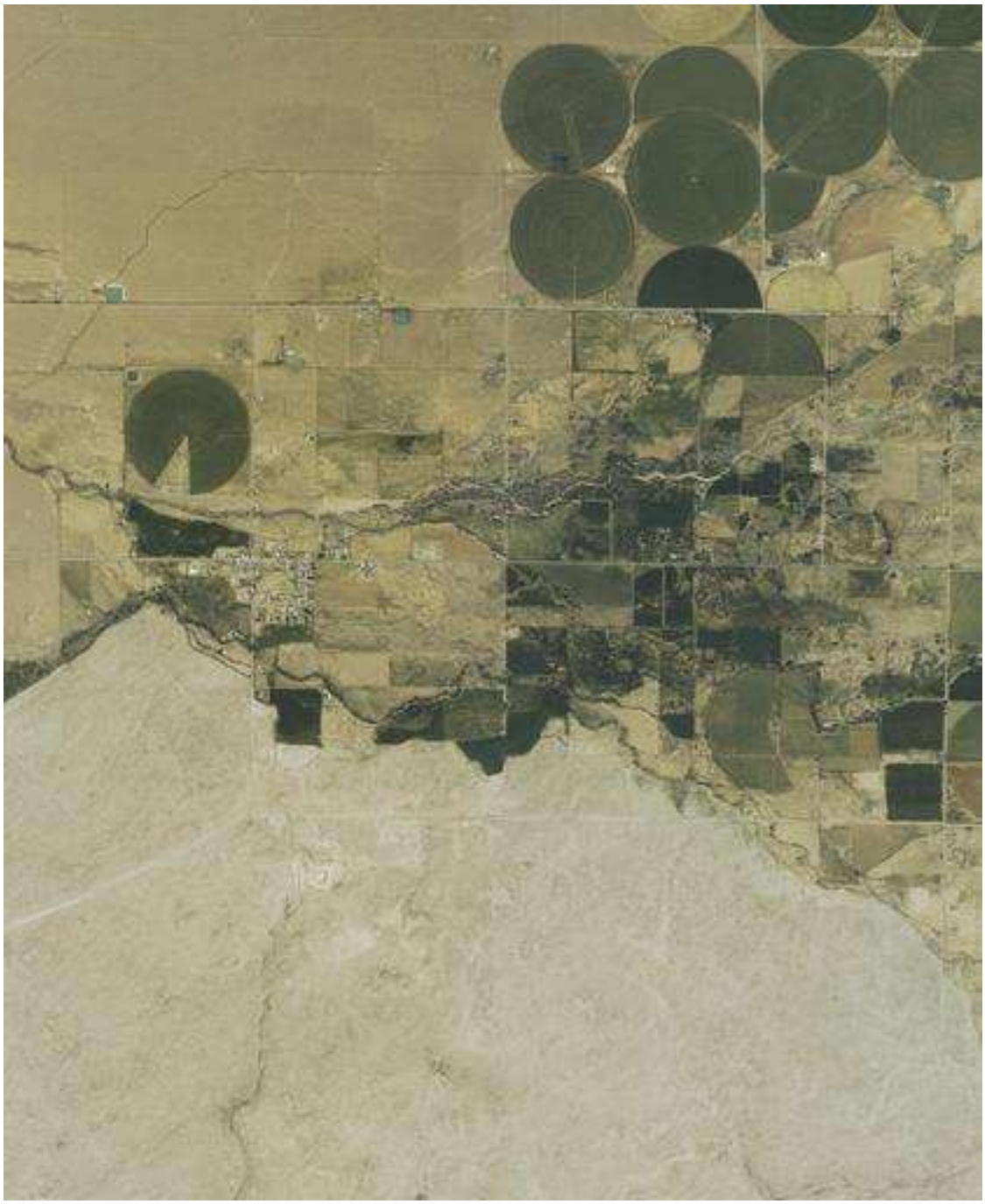

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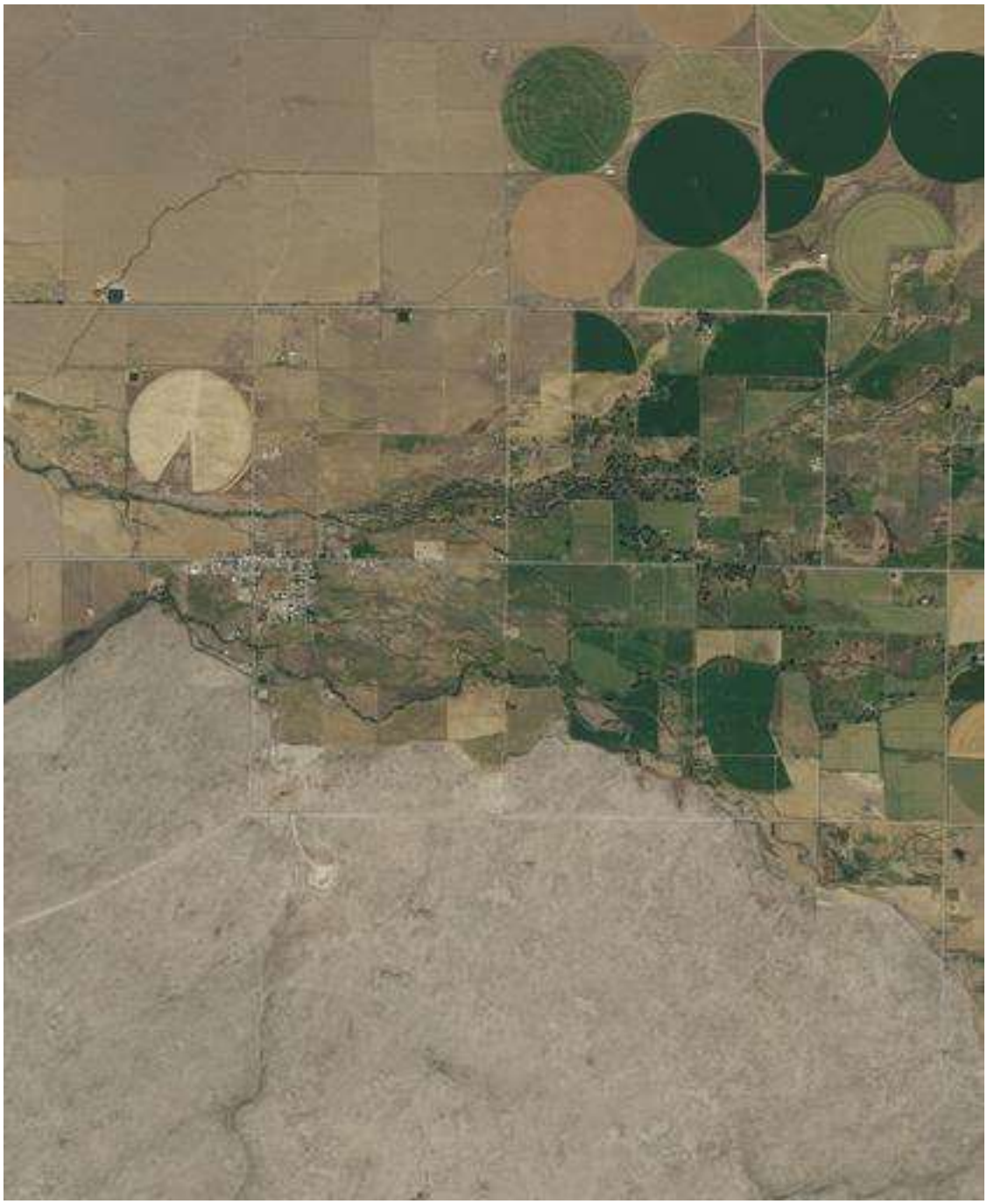
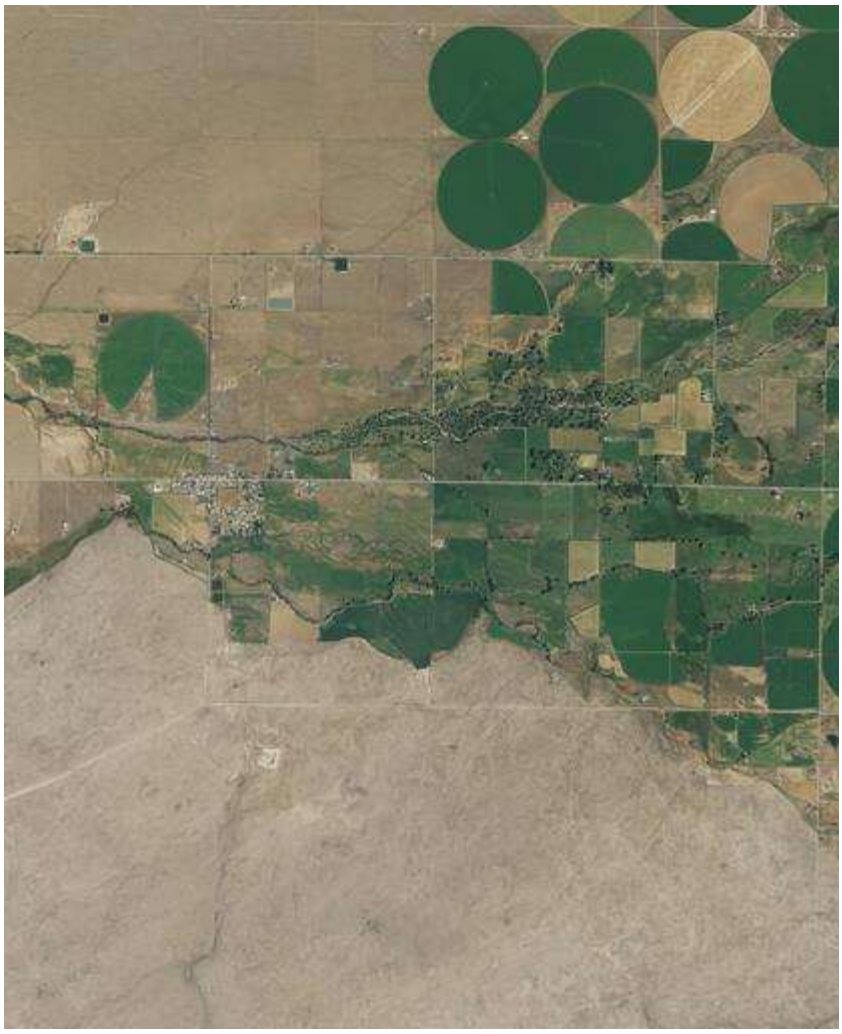
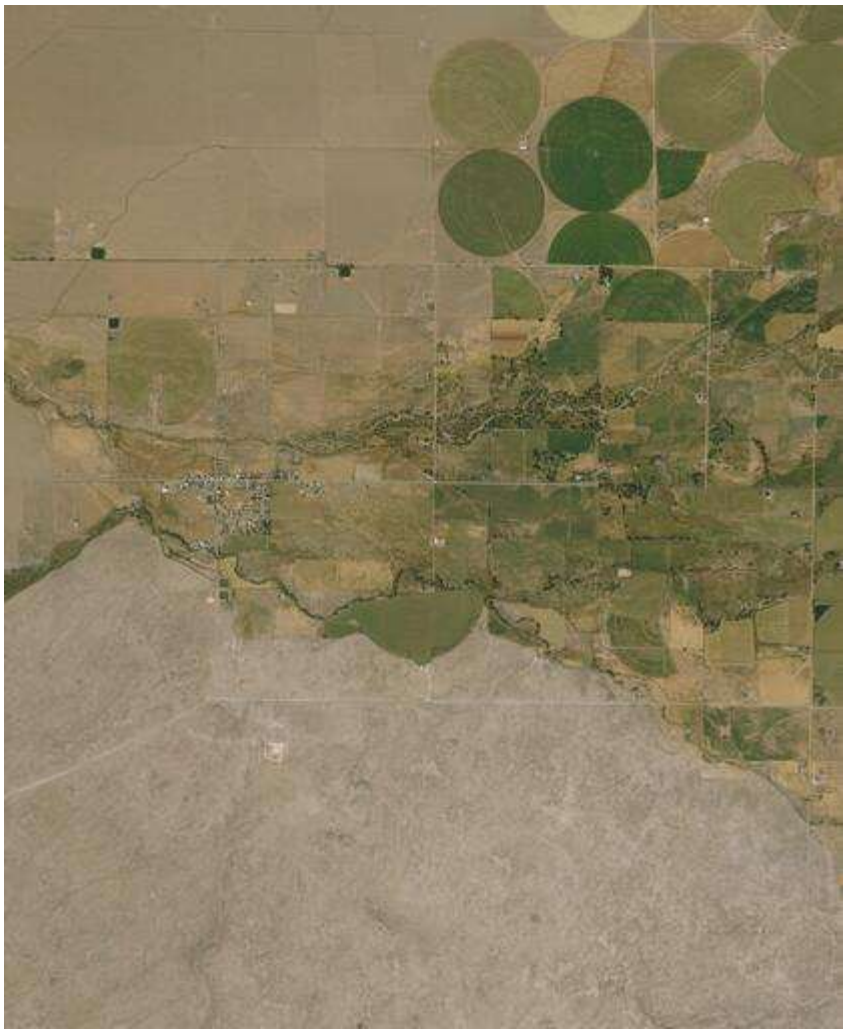


09/25/2017



09/09/2019



09/29/2023

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Data Type = Potential Crop ET
Data Interval = Month
Data Units = ACFT
Period = 2009-01 to 2024-12
Orig./Avail. Period = 2009-01 to 2024-12

Comments:
No comments available.

Time Series Creation History:
N/A

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
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2010	0.000	0.000	0.000	0.000	0.132	0.510	0.711	0.437	0.017	0.000	0.000	0.000	1.806
2011	0.000	0.000	0.000	0.074	0.411	0.644	0.626	0.623	0.327	0.098	0.000	0.000	2.803
2012	0.000	0.000	0.000	0.110	0.494	0.728	0.600	0.562	0.326	0.114	0.000	0.000	2.934
2013	0.000	0.000	0.000	0.054	0.407	0.655	0.606	0.574	0.356	0.073	0.000	0.000	2.725
2014	0.000	0.000	0.000	0.050	0.422	0.603	0.582	0.498	0.368	0.149	0.000	0.000	2.671
2015	0.000	0.000	0.000	0.066	0.410	0.665	0.561	0.556	0.356	0.295	0.000	0.000	2.908
2016	0.000	0.000	0.000	0.025	0.402	0.667	0.574	0.493	0.321	0.166	0.000	0.000	2.649
2017	0.000	0.000	0.000	0.050	0.405	0.654	0.599	0.515	0.319	0.099	0.000	0.000	2.641
2018	0.000	0.000	0.000	0.104	0.510	0.669	0.615	0.553	0.349	0.111	0.000	0.000	2.911
2019	0.000	0.000	0.000	0.075	0.377	0.625	0.581	0.578	0.357	0.046	0.000	0.000	2.639
2020	0.000	0.064	0.325	0.063	0.514	0.617	0.567	0.579	0.302	0.204	0.000	0.000	3.236
2021	0.000	0.000	0.000	0.097	0.509	0.763	0.687	0.631	0.385	0.104	0.000	0.000	3.176
2022	0.000	0.000	0.000	0.105	0.534	0.682	0.614	0.577	0.370	0.089	0.000	0.000	2.970
2023	0.000	0.000	0.000	0.051	0.488	0.533	0.609	0.597	0.344	0.142	0.000	0.000	2.764
2024	0.000	0.000	0.000	0.084	0.412	0.715	0.559	0.608	0.340	0.171	0.000	0.000	2.888
Min	0.000	0.000	0.000	0.000	0.132	0.454	0.559	0.385	0.005	0.000	0.000	0.000	1.635
Max	0.000	0.064	0.325	0.110	0.534	0.763	0.711	0.631	0.385	0.295	0.000	0.000	3.236
Mean	0.000	0.004	0.020	0.063	0.413	0.637	0.605	0.548	0.303	0.116	0.000	0.000	2.710

Notes:
Calendar year.

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Data Units = ACFT
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Orig./Avail. Period = 2009-01 to 2024-12

Comments:
No comments available.

Time Series Creation History:
N/A

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
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2011	0.000	0.000	0.000	0.001	0.000	0.000	0.010	0.028	0.069	0.005	0.000	0.000	0.114
2012	0.000	0.000	0.000	0.001	0.089	0.003	0.130	0.024	0.085	0.009	0.000	0.000	0.343
2013	0.000	0.000	0.000	0.000	0.000	0.013	0.072	0.086	0.151	0.010	0.000	0.000	0.333
2014	0.000	0.000	0.000	0.001	0.016	0.000	0.058	0.001	0.034	0.019	0.000	0.000	0.129
2015	0.000	0.000	0.000	0.001	0.066	0.019	0.223	0.059	0.023	0.000	0.000	0.000	0.391
2016	0.000	0.000	0.000	0.007	0.010	0.000	0.037	0.125	0.043	0.000	0.000	0.000	0.222
2017	0.000	0.000	0.000	0.003	0.076	0.001	0.115	0.037	0.123	0.000	0.000	0.000	0.356
2018	0.000	0.000	0.000	0.001	0.012	0.039	0.070	0.017	0.025	0.029	0.000	0.000	0.192
2019	0.000	0.000	0.000	0.010	0.086	0.000	0.040	0.076	0.044	0.000	0.000	0.000	0.256
2020	0.000	0.000	0.000	0.000	0.000	0.010	0.072	0.051	0.040	0.000	0.000	0.000	0.173
2021	0.000	0.000	0.000	0.004	0.121	0.074	0.089	0.000	0.017	0.009	0.000	0.000	0.313
2022	0.000	0.000	0.000	0.012	0.000	0.130	0.133	0.047	0.043	0.012	0.000	0.000	0.378
2023	0.000	0.000	0.000	0.000	0.145	0.022	0.000	0.053	0.071	0.009	0.000	0.000	0.300
2024	0.000	0.000	0.000	0.000	0.000	0.147	0.038	0.083	0.015	0.046	0.000	0.000	0.329
Min	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.005	0.000	0.000	0.000	0.113
Max	0.000	0.000	0.000	0.012	0.145	0.147	0.223	0.125	0.151	0.046	0.000	0.000	0.391
Mean	0.000	0.000	0.000	0.003	0.041	0.030	0.074	0.049	0.050	0.009	0.000	0.000	0.256

Notes:
Calendar year.

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Orig./Avail. Period = 2009-01 to 2024-12

Comments:
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Time Series Creation History:
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2009	0.000	0.000	0.000	0.001	0.151	0.433	0.596	0.340	0.000	0.000	0.000	0.000	1.522
2010	0.000	0.000	0.000	0.000	0.132	0.510	0.613	0.380	0.008	0.000	0.000	0.000	1.643
2011	0.000	0.000	0.000	0.073	0.411	0.644	0.616	0.595	0.257	0.094	0.000	0.000	2.689
2012	0.000	0.000	0.000	0.109	0.405	0.725	0.470	0.538	0.241	0.104	0.000	0.000	2.592
2013	0.000	0.000	0.000	0.054	0.407	0.642	0.533	0.488	0.205	0.063	0.000	0.000	2.393
2014	0.000	0.000	0.000	0.049	0.406	0.603	0.523	0.497	0.334	0.130	0.000	0.000	2.542
2015	0.000	0.000	0.000	0.065	0.344	0.646	0.338	0.497	0.333	0.295	0.000	0.000	2.518
2016	0.000	0.000	0.000	0.019	0.391	0.667	0.537	0.368	0.279	0.166	0.000	0.000	2.426
2017	0.000	0.000	0.000	0.047	0.329	0.653	0.484	0.478	0.196	0.099	0.000	0.000	2.285
2018	0.000	0.000	0.000	0.103	0.497	0.630	0.546	0.536	0.324	0.083	0.000	0.000	2.719
2019	0.000	0.000	0.000	0.065	0.292	0.625	0.541	0.501	0.314	0.046	0.000	0.000	2.383
2020	0.000	0.064	0.325	0.063	0.514	0.607	0.495	0.528	0.263	0.204	0.000	0.000	3.063
2021	0.000	0.000	0.000	0.094	0.388	0.690	0.598	0.631	0.367	0.095	0.000	0.000	2.862
2022	0.000	0.000	0.000	0.093	0.534	0.552	0.481	0.530	0.326	0.077	0.000	0.000	2.592
2023	0.000	0.000	0.000	0.051	0.343	0.512	0.609	0.544	0.273	0.133	0.000	0.000	2.463
2024	0.000	0.000	0.000	0.084	0.412	0.569	0.521	0.525	0.325	0.125	0.000	0.000	2.560
Min	0.000	0.000	0.000	0.000	0.132	0.433	0.338	0.340	0.000	0.000	0.000	0.000	1.522
Max	0.000	0.064	0.325	0.109	0.534	0.725	0.616	0.631	0.367	0.295	0.000	0.000	3.063
Mean	0.000	0.004	0.020	0.061	0.372	0.607	0.531	0.499	0.253	0.107	0.000	0.000	2.453

Notes:
Calendar year.

AGRO ENGINEERING, INC.

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 Road 2 South, Alamosa, CO 81101 ♦ Phone:(719) 852-4957 ♦ Fax:(719) 852-5146

OUTLINE OF SUBSTITUTE WATER SUPPLY PLAN

The Groundwater Management Subdistrict of the Trinchera Water Conservancy District (the "Trinchera Subdistrict") applies for approval of this substitute water supply plan under Section 37-92-308 (5), C.R.S. The Trinchera Subdistrict seeks a change of water right for the period of April 1, 2026 through March 31, 2027 ("SWSP Period"), which will allow the Trinchera Subdistrict to replace injurious depletions caused by wells within the Trinchera Subdistrict and within the protection of the Trinchera Subdistrict's approved Groundwater Management Plan ("GMP") and the Annual Replacement Plans ("ARPs") that the Trinchera Subdistrict has submitted for the period of April 1, 2026 through April 30, 2026("2025 ARP") and May 1, 2026 through March 31, 2027 ("2026 ARP"). This application relates only to the SWSP Period. The Trinchera Subdistrict intends to assess the results of the operations during the SWSP Period as well as other approaches to decide how to operate in future years.

An application for approval of a change of water right has not been filed with the Division 3 Water Court. This would be the first year of operation under the proposed SWSP. This request has been sent to the notification list on January 22, 2026.

Trinchera currently replaces injurious stream depletions caused by consumption of groundwater by wells within the Trinchera Response Area that have been included in its GMP and ARP's. The source of water for these wells is predominantly the unconfined aquifer, however there are nineteen wells on the western side of the response area that pump from the confined aquifer. In the Phase 7 RGDSS Model Run and associated response function calculates depletions to La Jara Creek caused by well pumping in the Trinchera Response Area. This application outlines a temporary change of water right to make available one source for replacement for these depletions.

Trinchera Subdistrict has a lease agreement with Mr. Canty to lease the use of his well WDID 2105160 and associated water rights. This well was decreed as Well No. 1 W-668 as an irrigation well with a diversion limitation of 1,500 g.p.m. and a priority date of March 31,1957. It was permitted as 1478-R. Water court case 16CW3002 changed the place of use and quantified the average consumptive use at 69.5 acre-ft. In a stipulation it was agreed that the original well would no longer be used to pump water and instead a new well will be drilled at the new location of use. As of the date of this application, the new well has not been drilled. The original well sits west of the blue clay and was completed to 330 ft with perforations from 100' to 330'. It is completed into layer 4. The perforated casing relative to the layers is as follows:

Canty Well Perforated Thickness

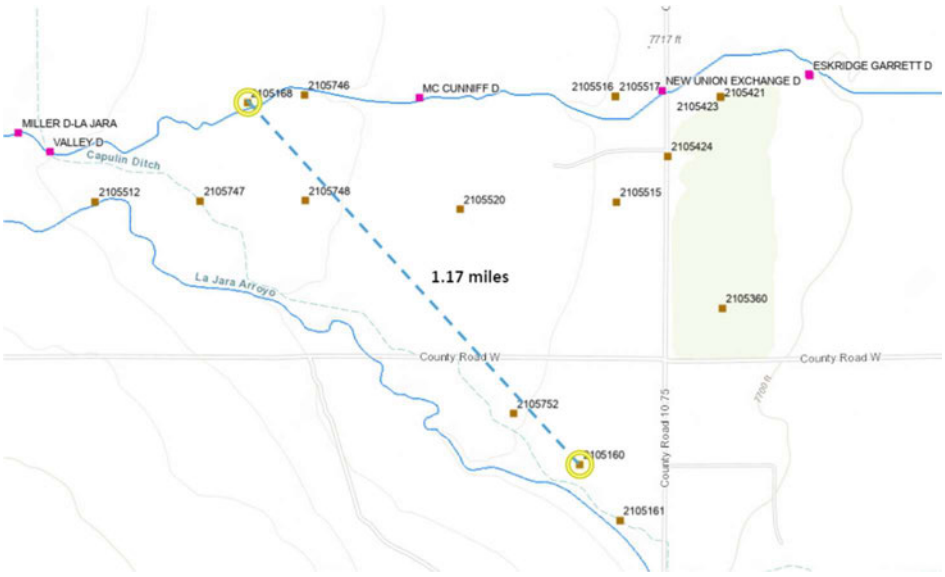
	Bottom of Layer Elevation ft	Bottom of Layer Depth ft	Perforated Casing Thickness in Layer ft	% of Perforated Thickness in Layer
Ground Surface	7718	0		
Layer 1	7678	-40		
Layer 2	7616	-102	2	1%
Layer3	7595	-123	21	9%
Layer 4	7219	-499	207	90%

In addition to the Canty well, Trinchera has a lease agreement with Mrs. Gonzales to lease the use of her well WDID 2105168 and associated water rights to temporarily fallow the land that the Gonzales well has been serving in recent years. The Gonzales well was decreed as Well No. 1 W-732 as an irrigation well with a diversion limitation of 2,750 g.p.m. and a priority date of November 13, 1964. It was permitted as 5571-F. It is the subject of a separate SWSP request No. 10577. The well is completed to a depth of 550 feet and sits west of the blue clay. It has perforations from 130' to 550' and is completed into layer 4. The perforated casing relative to the layers is as follows:

Gonzales Well Perforated Thickness

	Bottom of Layer Elevation ft	Bottom of Layer Depth ft	Perforated Casing Thickness in Layer ft	% of Perforated Thickness in Layer
Ground Surface	7744	0		
Layer 1	7704	-40		
Layer 2	7620	-124	0	0%
Layer3	7581	-163	33	8%
Layer 4	6867	-877	387	92%

The two wells lie 1.17 miles from each other as shown below



Conditions for SWSP

Trinchera Subdistrict seeks approval of this SWSP such that the use of the Canty well WDID2105160 be changed for replacement of depletions. In order that historic consumptive use levels are not exceeded, Trinchera Subdistrict will limit well consumptive use to 69.5 acre-ft per case 16CW3002. Trinchera Subdistrict also requests the Gonzales Well WDID 2105168 be an alternate point of diversion for the Canty Well WDID 2105160. Flowrate will be limited to 2750 g.p.m. for the first 42.9 acre-ft of diversion per SWSP 10577. Once that diversion amount is reached flow rate will be limited to 1500 g.p.m. for the remaining 69.5 acre-ft under this SWSP request. Diversion will be recorded by a flowmeter. By only diverting the historical consumptive use portion of historical diversions the volume of return flows that would have returned to the aquifer will be maintained in the aquifer. The diversion of replacement water will be fully consumptive (100% CU ratio). During the period of this SWSP the original parent well WDID 2105160 or any replacement well if drilled, will not be used.

It is requested that this replacement source could be used for replacement of depletions for the Trinchera Subdistrict, Subdistrict 3, and Subdistrict 6. It is requested that it be used for replacement of depletions on La Jara Creek. It is requested that this replacement source may be exchanged into storage in reservoirs on the La Jara Creek for use at a later date.

Respectfully,



Jason Lorenz, PE
Agro Engineering, Inc.
Jason@agro.com
719.850.4011

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Dale Kinsey, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 82.77 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Dale Kinsey
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Dale E Kinsey
Dale Kinsey

2-20-2026
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

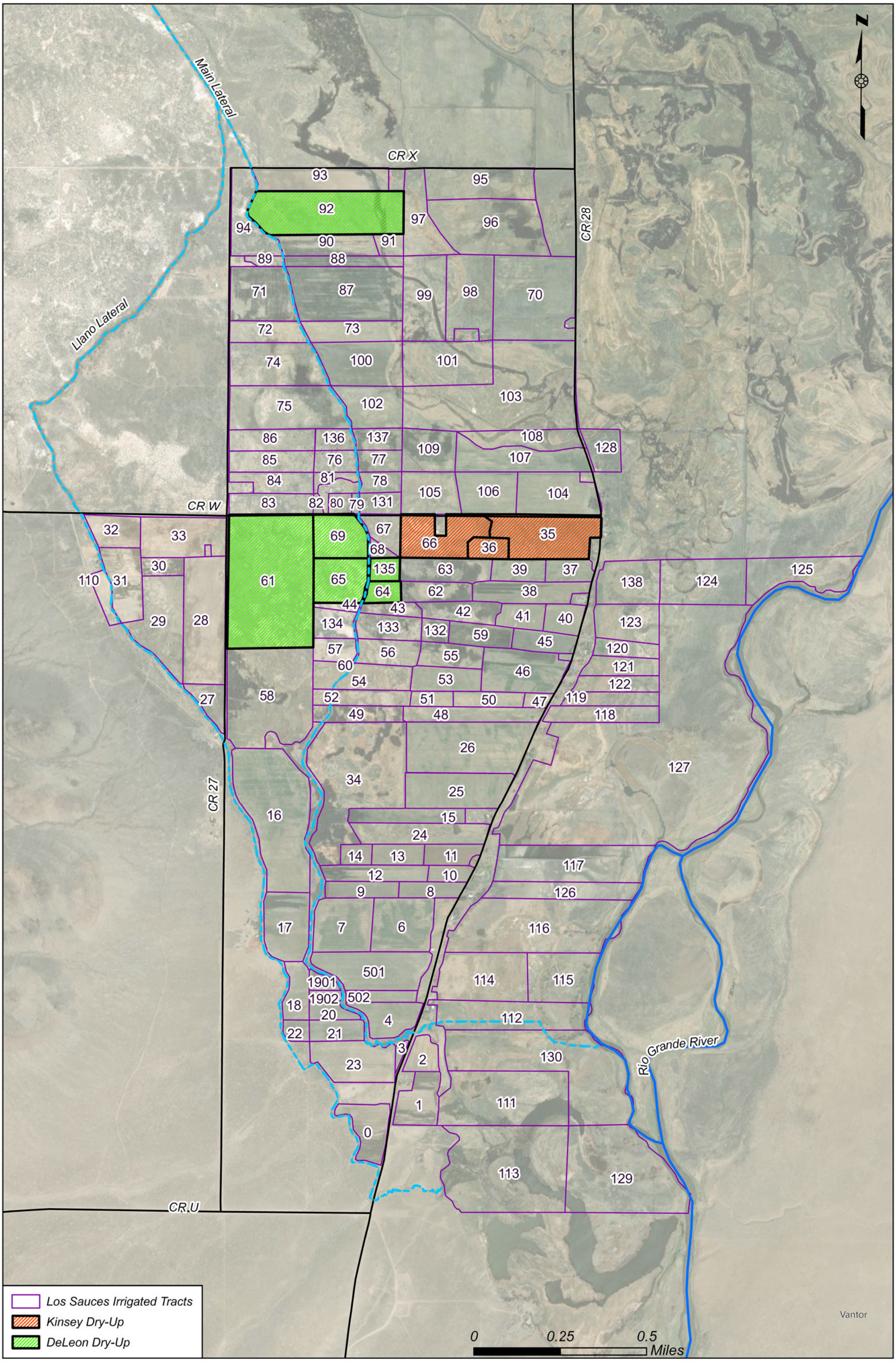
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
Trinchera Water Conservancy District

2/20/26
Date

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff DeLeon, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 100.20 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff DeLeon
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 20 FEB 26
Jeff DeLeon Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

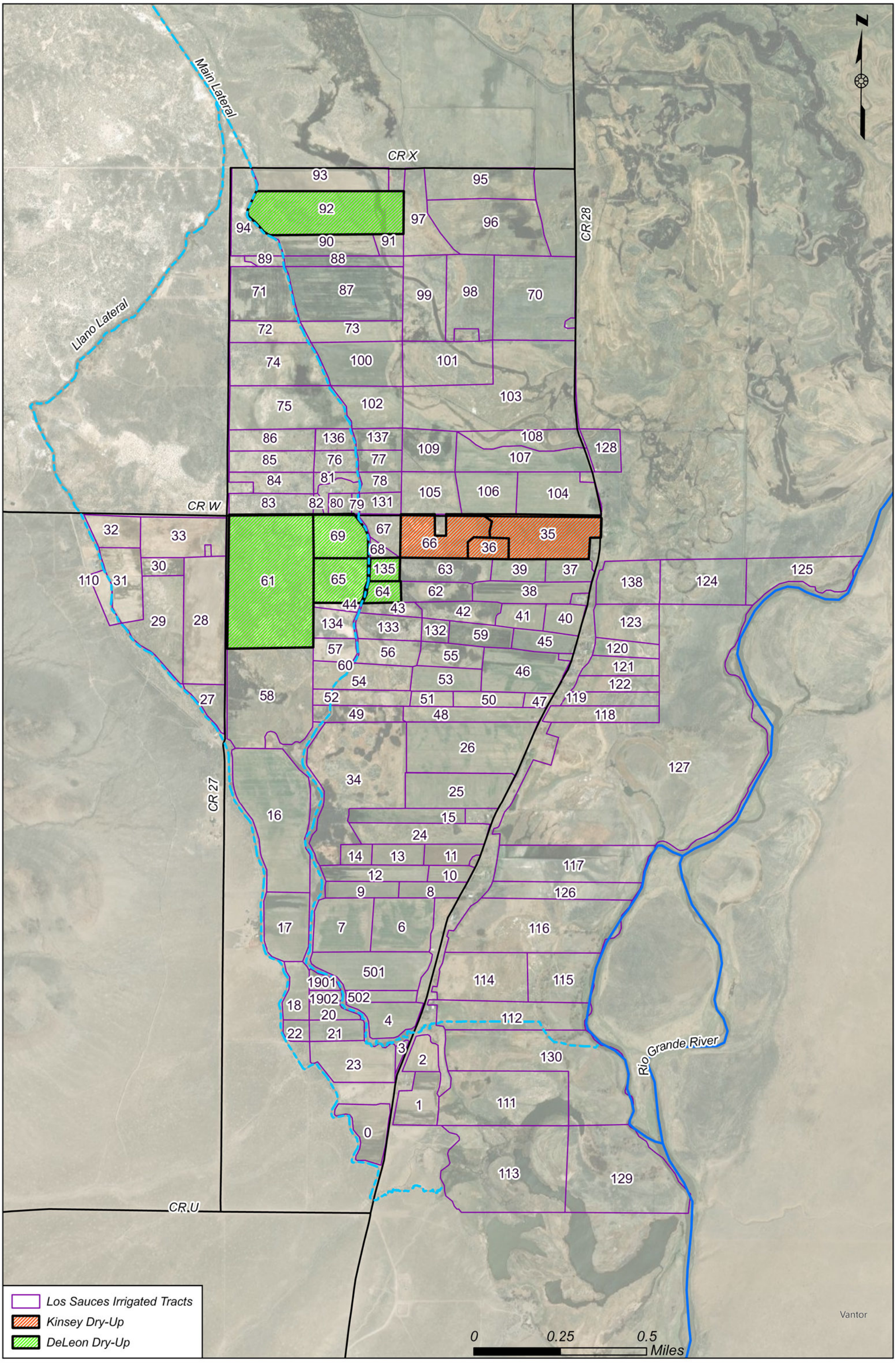
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ 2/20/26
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 50.29 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 2/20/26
Jeff Martinez Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

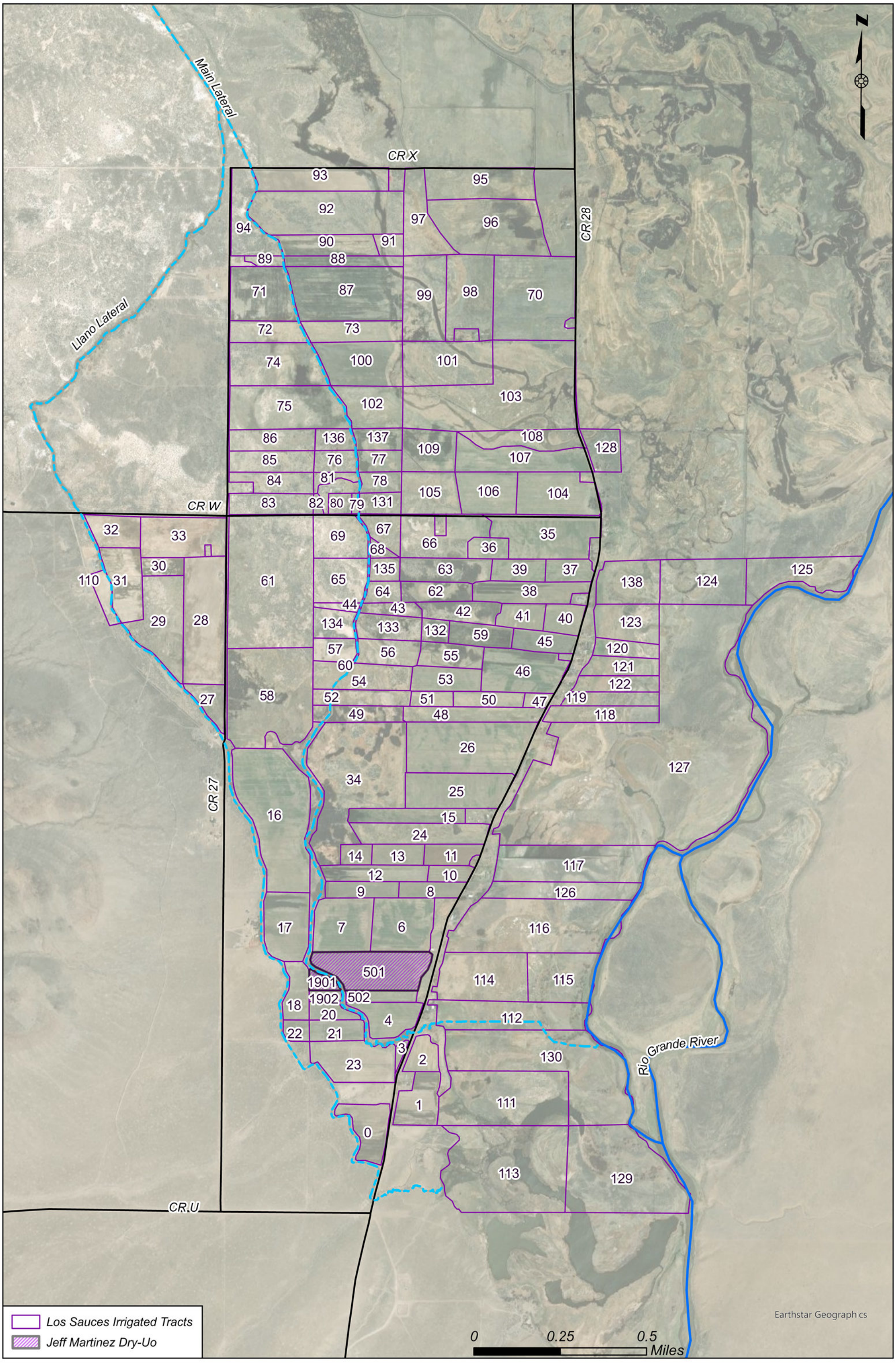
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ 2/20/26
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.01 shares of the Los Sauces Ditch used on Owner's lands west of County Road 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a two-year term commencing on April 1, 2025 and ending March 31, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of historical consumptive use available for use by the Subdistricts. The Parties expect the 12.01 shares generate approximately 430 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 By the 15th day of each month during the irrigation season for Water District 22, the Subdistricts will provide to Owner an accounting of all water used by the Subdistricts under this lease, together with a payment for such water used. Said payment will be determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts, less any reduction from paragraph 1.3.5.1, below.

1.3.3 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a final written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.4 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.5 Payment

1.3.5.1 Within 21 days of the full execution of this Agreement, the Subdistricts will make a one-time payment in the amount of [redacted] as an advance against future monies owed under this paragraph 1.3. Any future payment required under this Agreement will be reduced by said [redacted] by reducing the first three payments by [redacted] each.

1.3.5.2 Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Subdistricts must pay to Owner any additional amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery, or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Thomas Martinez

[redacted]

To Subdistrict 3:
Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:
Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term

of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Thomas Martinez
Thomas Martinez

3/28/24
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

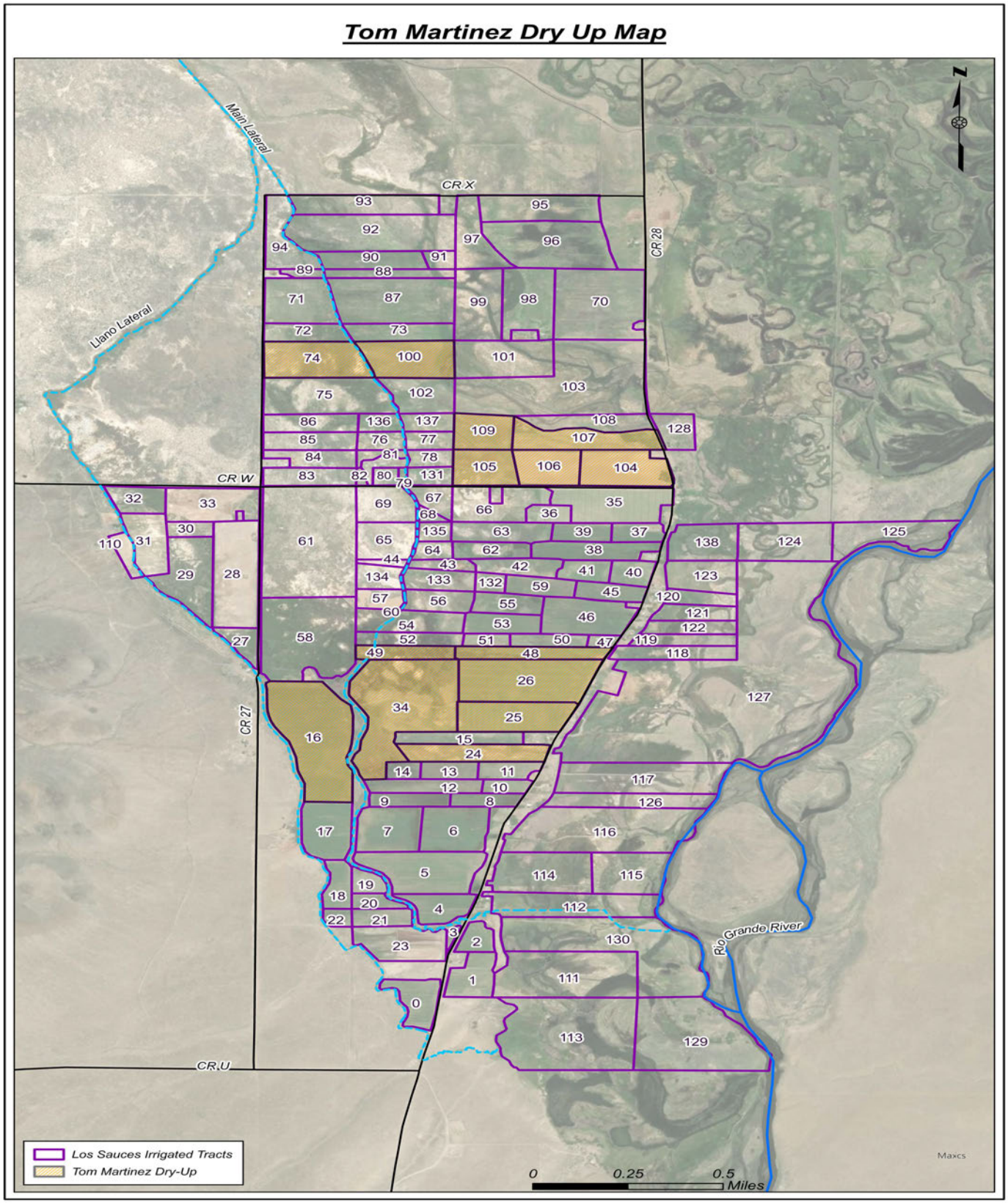
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District,
Water Activity Enterprise

3/29/2024
Date

Exhibit A

Area to be Dried Up



LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") will replace the following information detailed in the Agreement entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

WHEREAS, the Parties have previously entered into a Lease Agreement, dated March 29, 2024 ("original Lease Agreement"); and

WHEREAS, at the time of the execution of the Lease agreement, the Parties believed in good faith that the quantity of shares Owner held in the Los Sauces Ditch and the quantity of historical consumptive use derived from those shares was correct; and

WHEREAS, more recent investigations by the Parties have determined that certain errors were made in the original Lease Agreement; and

WHEREAS, the parties desire to correct those previous errors and set forth the amended paragraphs to replace those incorrect in the original Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the following paragraphs are removed from the original Lease Agreement and replaced with the following corrected paragraphs:

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.44 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

AGREEMENT

1.3 Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 12.44 shares to generate approximately 544.99 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the

Subdistricts.

2.2 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

Any paragraph in the original Lease Agreement not specifically modified and replaced as set forth herein remains in full force and effect as set forth in the original Lease Agreement

signatures follow on separate page

Owner

By: Thomas Martin 12/19/24

Name Date

Subdistrict No. 3

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Subdistrict No. 6

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Trinchera Subdistrict

By: 12/20/24

Monty Smith
President
Trinchera Water Conservancy District

Date

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Tressesa Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2.15 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2026. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2025/2026 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2.15 shares generate approximately 119.51 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2025/2026 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that they are the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that they are 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Tressesa Martinez
[redacted]

To Subdistrict 3:
Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:
Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Tressesa Martinez — Dec 20, 2024

Tressesa Martinez — Date

Subdistrict No. 3

By: Angelo Bellah — 12/20/2024

Angelo Bellah — Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

By: Angelo Bellah — 12/20/2024

Angelo Bellah — Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

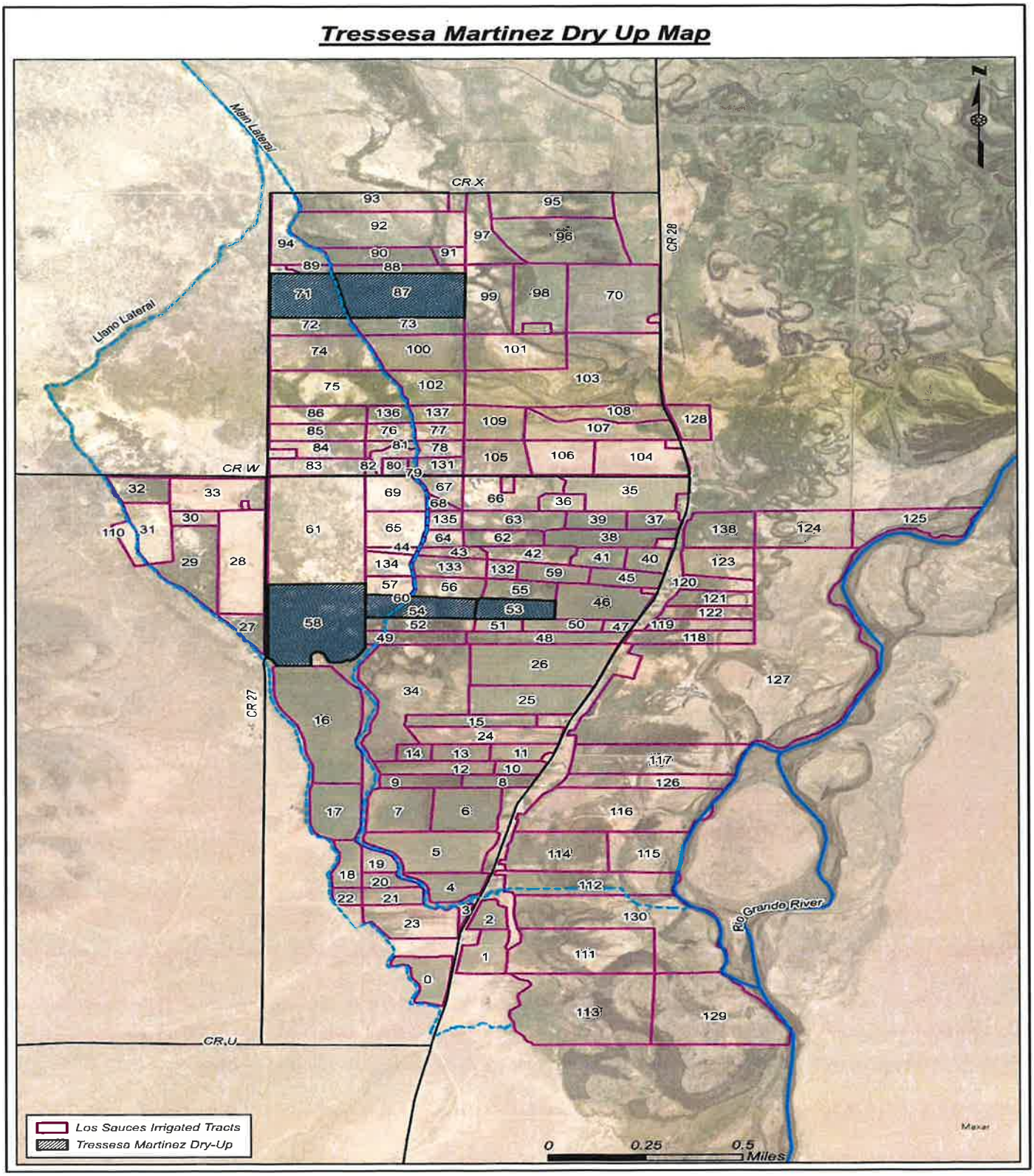
Trinchera Subdistrict

By: — 12/20/2024

Monty Smith — Date
President
Trinchera Water Conservancy District

Exhibit A

Parcels to be Dried Up



DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY
ARTHUR L. SAYRE

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

March 6, 2026

via DWR Portal

Mr. Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Substitute Water Supply Plan 2026/2027 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprises and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S., Water Division No. 3;**

SWSP ID #9528

Dear Mr. Ullmann,

Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through their Water Activity Enterprises, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District (collectively "Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2026 to April 30, 2027.

The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This is the first request for the DeLeon, Kinsey and J. Martinez shares and the second request for the Th. Martinez and Te. Martinez shares by the Subdistricts for this water, SWSP ID #9528.

This SWSP does not represent all sources of water the Subdistricts will use to remedy

injurious depletions and does not limit the other actions being taken by the Subdistricts to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure their respective 2026/2027 Annual Replacement Plans conform with the requirements of their respective Plans of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

The water right subject to this request is 20.59 shares out of the total 81.79 shares in Los Sauces Ditch. Davis Engineering, Historical Consumptive Use Analysis Report for the Los Sauces Ditch (Mar. 3, 2026) ("HCU Report") at ¶ 4, Table 5. HCU Report attached as Exhibit B. The Los Sauces Ditch, WDID No. 2200587, owns 100% of Priority No. 32, 88.43 cfs in total.

Evidence of the Subdistricts' right to use this water is provided in Exhibit C.

II. Project Description.

The Subdistrict will dry-up approximately 592.80 acres historically irrigated by flood irrigation from the Los Sauces Ditch. HCU Report at ¶ 2. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved Annual Replacement Plans to supply water to remedy injurious depletions in time, location, or amount, either directly or after storage, and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

The Subject Water Rights have historically been used to irrigate fields under the Los Sauces Ditch, comprised of approximately 592.80 irrigated acres. HCU Report at ¶2, Table 1. The historical diversions for the 20.59 shares are an average of 2,313.65 acre-feet per year of the 9,188.05 average acre-feet per year of the entire Los Sauces Ditch. HCU Report at ¶ 4, Table 2. Historically irrigated acres and crop type are discussed in paragraph 5 of the HCU Report and shown in Attachment 4 and Attachment 5 of the HCU Report. The average annual historical consumptive use for the subject 20.59 shares of the Los Sauces Ditch is 897.76 acre-feet per year. HCU Report at ¶ 6, Table 5.

Paragraph 8 of the HCU Report shows the Monthly Average Consumptive use generated by the subject 20.59 shares. Table 8 of the HCU Report shows the daily allocation equations for the subject 20.59 shares. The Table includes calculations to determine daily portions of the ditch loss, on farm return flows, and consumptive use. Operation under this approved SWSP will involve diverting ditch loss portions of the daily allocation at the headgate and those portions will be left in the ditch. HCU Report at ¶ 10. The return flow portions may be run in the farm laterals or

otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use will be operated as described in the HCU Report. HCU Report at ¶ 10.

The changed subject shares may be used to remedy injurious depletions directly in time, location, and amount, through an administrative exchange, or stored, either directly or by administrative exchange, in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts acknowledge that the Division Engineer may impose reasonable losses if the water is exchanged. It is the Subdistricts' understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

When the monthly consumptive use limits in Table 7 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. HCU Report at ¶ 7.

The Subdistricts request that the subject 20.59 shares be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Park Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

This Los Sauces system has two main laterals West of County Road 28. The entirety of the lands under this proposed fallow program are located west of County Road 28. The ditch loss portion of the allocation will be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses County Road 28 and then conveyed to the Rio Grande. All flow will be measured with a flume prior to being conveyed to the Rio Grande. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 will include a Parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and utilizing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 is installed on land owned by Thomas Martinez.

The second operating option is to allow the consumptive use associated with this project to be left in the Conejos River at the Los Sauces Ditch headgate where it may be exchanged up or down the Conejos into reservoirs on the Conejos or Rio Grande systems or used to remedy daily stream depletions on Reach 1 or 2 of the Conejos River or Reaches 1, 2, or 3 of the Rio Grande. Any such exchanges or daily payment of depletions would be limited to resrvoirs and stream reaches physically connected with live stream to the Los Sauces headgate.

While Option 2 is being utilized, return flow obligations must continue to be passed through the Option 1 infrastructure and into the Rio Grande to mimic historic retorn flows.

The Subdistricts will decide on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer.

Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistrict hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

HILL & ROBBINS, P.C.

/s Peter J. Ampe
Subdistrict Nos. 3 and 6
Peter J. Ampe, Esq.

CURTIS, JUSTUS, & ZAHEDI, LLC

/s John P. Justus
GMS of the Trinchera Water Conservancy District
John P. Justus

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for 2026/2027 ARP year for the purpose of changing purpose of use of water rights for Subdistricts No. 3 and No. 6 of the Rio Grande Water Conservation District and the GMS of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (March 6, 2026) this 6th day of March 2026 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@SpherosEnv.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM; patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org; pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov;

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/s Peter J. Ampe
Peter J. Ampe

EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Historical Consumptive Use Analysis Report For the Los Sauces Ditch

Prepared March 3, 2026
by
Davis Engineering Service, Inc.
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Attachment 1 – Map Showing Lands to be Dried Up
Attachment 2 – Water Supply Map
Attachment 3 – Historical Diversion Records
Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – Historical Cropping Record
Attachment 6 – State CU IWR
Attachment 7 – SWSP Operations Map

1.0) Introduction

This historical consumptive use (HCU) analysis report was originally prepared by Agro Engineering for the Los Sauces Ditch located in Conejos County (Properties). The study period used for the HCU analysis was a total of 45 years covering the time period of 1969 through 2014. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the properties in the ditch service area. With this information, an informed decision can be made to potentially dry up the land to replace injurious depletions to the river.

2.0) Lands to be Dried Up

The total area to be dried up is listed by field number in Table 1, below. This consists of the properties owned by Tressesa Martinez, Thomas Martinez, Jeff Martinez, Jeff DeLeon, and Dale Kinsey. All properties are located West of County Road 28.

Table 1 – Dry-up Areas

Tressesa Martinez		Thomas Martinez		Jeff Martinez		Jeff DeLeon		Dale Kinsey	
ID 9		ID 10		ID 18		ID 2		ID 13	
Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area
53	8.79 ac	16	43.97 ac	501	20.53 ac	61	60.24 ac	35	22.00 ac
54	13.33 ac	24	15.15 ac	1901	2.34 ac	64	3.99 ac	36	4.61 ac
58	43.28 ac	25	18.87 ac			65	12.54 ac	66	16.56 ac
71	18.00 ac	26	32.88 ac			69	12.14 ac		
87	31.89 ac	34	46.02 ac			92	34.68 ac		
		48	11.33 ac			135	3.72 ac		
		49	7.62 ac						
		74	21.27 ac						
		100	18.90 ac						
		104	13.10 ac						
		105	12.92 ac						
		106	13.45 ac						
		107	16.77 ac						
		109	11.90 ac						
Totals	115.29 ac	-	284.15 ac	-	22.87 ac	-	127.31 ac	-	43.18 ac
							G. Total		**592.8 ac**

A map of the parcels to be dried up is included as Attachment 1.

3.0) Water Supply

The diversion priority(s) of the Los Sauces Ditch are:

- Los Sauces Ditch WDID No. 2200587 (owns 100% of the priorities listed below)
  - Priority No. 32 – 88.43 CFS

The water supply and ditch service area map are included in Attachment 2. The tracts of land in this analysis were solely irrigated with surface water from the Los Sauces Ditch and applied through flood irrigation for the duration of this analysis.

4.0) Surface Water Diversion

The historical diversion records (1969 to 2014) for the Los Sauces Ditch are included in Attachment 3. A table of the water attributable to the participating shares used on the owners' lands West of County Road 28, as well as a total diversions record is provided. The annual average headgate diversions are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

	Participating Shares	Annual Average Headgate Diversions (Acre-Feet)
Owner #9	2.15	241.69
Owner #10	12.44	1397.95
Owner #18	2	224.67
Owner #2	2	224.67
Owner #13	2	224.67
Total Los Sauces Ditch	81.79	9188.05

5.0) Cropping & Irrigated Areas

To find the different crop types and irrigated acreages on the properties, aerial photos and FSA data was used within the time period of 1969 through 2014. The crops grown are shown in maps included as Attachment 4. The full cropping history for the fields in this proposed fallow program can be found in Attachment 5. In all years a combination of Alfalfa, New Alfalfa and Grass Pasture of varying degrees of irrigation quality were the only crops grown. In addition to those crops one field was fallowed in the analysis period. An irrigation sufficiency factor was applied to each crop as discussed in the following HCU calculation section.

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. When the crop type on a tract changed between two aerial photos the interpolation was adjusted to create a logical switch at the midpoint in time. In the Attachment 5 tables the bolded years have historical data whereas the plain text is interpolated data.

6.0) HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in Attachment 5. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. Theissen weighting was used to adjust the StateCU results from the nearest stations to approximate on-site conditions. The Climate Stations used in this analysis were Manassa, CO USC00055322 and San Luis Valley Regional Airport, CO USW00023061. The results of the weighted StateCU IWR output can be found in Attachment 6.

Adjustments were made to the Alfalfa and Grass Pasture IWR values to account for limitations in water supply and inconsistent irrigation. Table 3, below, provides the full Irrigation Sufficiency Scaling Factors utilized in this analysis.

Table 3 – Crop IWR Irrigation Sufficiency Scaling Factors

Alfalfa-Above Average	87.5%
Alfalfa-Average	75.0%
Alfalfa-Below Average	50.0%
Alfalfa-Poor	25.0%
Pasture-Above Average	87.5%
Pasture-Average	75.0%
Pasture-Below Average	50.0%
Pasture-Poor	25.0%

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres. This value was then compared to the available headgate diversions after ditch loss and irrigation efficiency was deducted. As per Table 4, below, the estimated crop irrigation efficiency is 83% for sprinkler irrigation and 60% for flood irrigation. It was found that all the parcels in this analysis were flood irrigated exclusively for the duration of the study period.

Table 4 – Irrigation Efficiency Ratings by System

Irrigation System	Efficiency (%)
Flood	60%
Sprinkler	83%
None	0%

During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 20%. The HCU Analysis was conducted on all parcels in the ditch service area with owners interested in a potential lease-fallow type program. Initially, each parcel was

individually investigated. Multiple parcels with the same owner were combined to create an owner specific HCU Summary. Table 5, below, summarizes the calculated surface water consumptive use for the land in the study period. Table 6, below, provides the complete consumptive use analysis results for the study period.

Table 5 – Annual Surface Water Consumptive Use Summary

	Irrigate Area	**Average Annual Consumptive Use**
	acres	ac-ft
Owner #9	115.29	119.51
Owner #10	284.15	544.99
Owner #18	22.87	50.29
Owner #2	127.31	100.20
Owner #13	43.18	82.77
Total	**592.80**	**897.76**

Table 6 - Annual Surface Water Consumptive Use Analysis Results

Historical Consumptive Use for Participating Lands					
Owner	**9**	**10**	**18**	**2**	**13**
Year	**HCU (ac-ft / yr)**				
1969	107.69	460.80	36.98	97.17	70.43
1970	135.94	476.78	38.44	111.88	72.95
1971	126.80	426.56	52.45	78.30	77.91
1972	104.79	494.82	59.65	93.79	89.81
1973	97.51	408.44	50.27	74.85	74.63
1974	116.94	473.13	57.91	87.50	86.29
1975	107.89	426.68	52.09	79.24	77.76
1976	85.99	438.77	53.88	77.60	77.60
1977	66.22	451.25	57.03	59.75	59.75
1978	99.59	467.94	56.49	88.50	84.97
1979	106.06	475.80	57.88	88.89	86.60
1980	93.39	509.95	46.03	84.27	81.44
1981	91.99	491.17	43.40	83.01	77.83
1982	100.80	437.12	39.63	90.95	69.91
1983	130.09	469.07	41.90	117.39	74.62
1984	89.35	483.18	44.04	80.62	77.43
1985	150.09	450.87	40.54	115.48	71.90
1986	158.02	425.82	38.43	108.52	67.99
1987	117.09	591.94	44.16	105.66	86.91
1988	135.24	606.55	45.17	122.03	88.99

1989	120.66	670.59	48.85	108.88	97.49
1990	136.71	565.83	42.01	123.36	82.90
1991	99.52	597.46	44.82	89.80	87.92
1992	133.76	579.88	42.77	120.70	84.74
1993	154.75	539.08	40.64	121.86	79.49
1994	162.28	599.28	57.22	127.57	94.28
1995	162.14	532.19	50.88	113.09	83.77
1996	130.19	625.12	59.93	117.48	98.52
1997	122.32	573.42	54.85	110.38	90.28
1998	112.09	608.72	57.93	101.14	95.64
1999	114.95	536.91	51.31	103.72	84.50
2000	88.20	601.05	62.76	79.59	79.59
2001	124.87	653.49	60.98	112.68	101.82
2002	39.71	270.61	35.83	35.83	35.83
2003	129.06	658.68	60.56	116.45	97.99
2004	104.41	590.83	54.84	94.21	88.35
2005	121.69	625.15	57.73	109.81	93.17
2006	119.29	644.27	46.10	107.64	77.86
2007	155.20	686.56	49.26	121.14	83.02
2008	160.93	676.85	56.68	110.84	90.25
2009	130.01	635.04	53.85	102.28	85.03
2010	148.79	758.10	62.91	125.61	100.78
2011	129.13	673.65	52.65	112.70	86.08
2012	148.94	581.79	45.47	97.33	74.34
2013	111.90	516.26	48.89	96.12	82.16
2014	114.68	602.30	57.04	103.48	95.86
Average:	**119.51**	**544.99**	**50.29**	**100.20**	**82.77**

7.0) Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to flood irrigate parcels in the ditch service area. If the fields did not need water applied to the crop but the surface water rights were still in priority and Direct Flow Storage was available, then the water was exchanged up to Platoro Reservoir, stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have the legal right to store while in priority and release the same water later in the irrigation season.

8.0) Consumptive Use Credit Generation

The annual average Consumptive Use Credit is 897.76 ac-ft, as per Table 5, above. Average monthly consumptive use values were derived from the monthly diversions as percentages of the historical average annual amount. Table 7 provides the monthly limits

for CU generation. For purposes of daily program administration, the equations proposed in Table 8 should be utilized.

Table 7 – Average Monthly Consumptive Use Generated

Monthly Average Consumptive Use Generated								
	March	April	May	June	July	August	September	October
CU (ac-ft)	3.62	62.73	295.12	279.21	112.45	56.23	46.70	41.70

Consumptive use generation will be limited based on the historical annual and monthly averages.

9.0) Water Right Allocation

Return flows in addition to the ditch loss have historically flowed down gradient towards the Rio Grande. The following percentages of total diversions were attributed to the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed to be 20% of total diversions.
- On-Farm Returns flows were assumed to be 41.20%
- The remaining percentage for Consumptive Use Credit is 38.80%

To assist in performing the daily allocation calculations, formulas were developed as per Table 8, below. All variables in the table can be calculated using either CFS or ac-ft/day.

Table 8 – Daily Allocation Equations

Daily Allocation Equations	
Total Participating Headgate Diversions "A"	A = Z + Y + X
Ditch Loss "Z"	Z = A * 0.20
On Farm Return Flows "Y"	Y = A * 0.4120
Consumptive Use "X"	X = A * 0.3880

10.0) SWSP Operation

This ditch system has two main laterals West of County Road 28. The entirety of the lands under this proposed fallow program are located west of the County Road 28. It is proposed that the ditch loss portion of the allocation be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses County Road 28 and then conveyed to the Rio Grande. All flow will be measured with a flume prior to being conveyed to the Rio Grande.

This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure for option 1 includes a parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 is installed on land owned by Thomas Martinez.

The second operating option is to allow the consumptive use associated with this project to be left in the Conejos River at the Los Sauces Ditch headgate where it may be exchanged up or down the Conejos into reservoirs on the Conejos or Rio Grande systems or used to remedy daily stream depletions on Reach 1 or 2 of the Conejos River or Reaches 1, 2, or 3 of the Rio Grande. Any such exchanges or daily payment of depletions would be limited to resrvoirs and stream reaches physically connected with live stream to the Los Sauces headgate.

While Option 2 is being utilized, return flow obligations must continue to be passed through the Option 1 infrastructure and into the Rio Grande to mimic historic retorn flows.

It will be decided on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer. Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

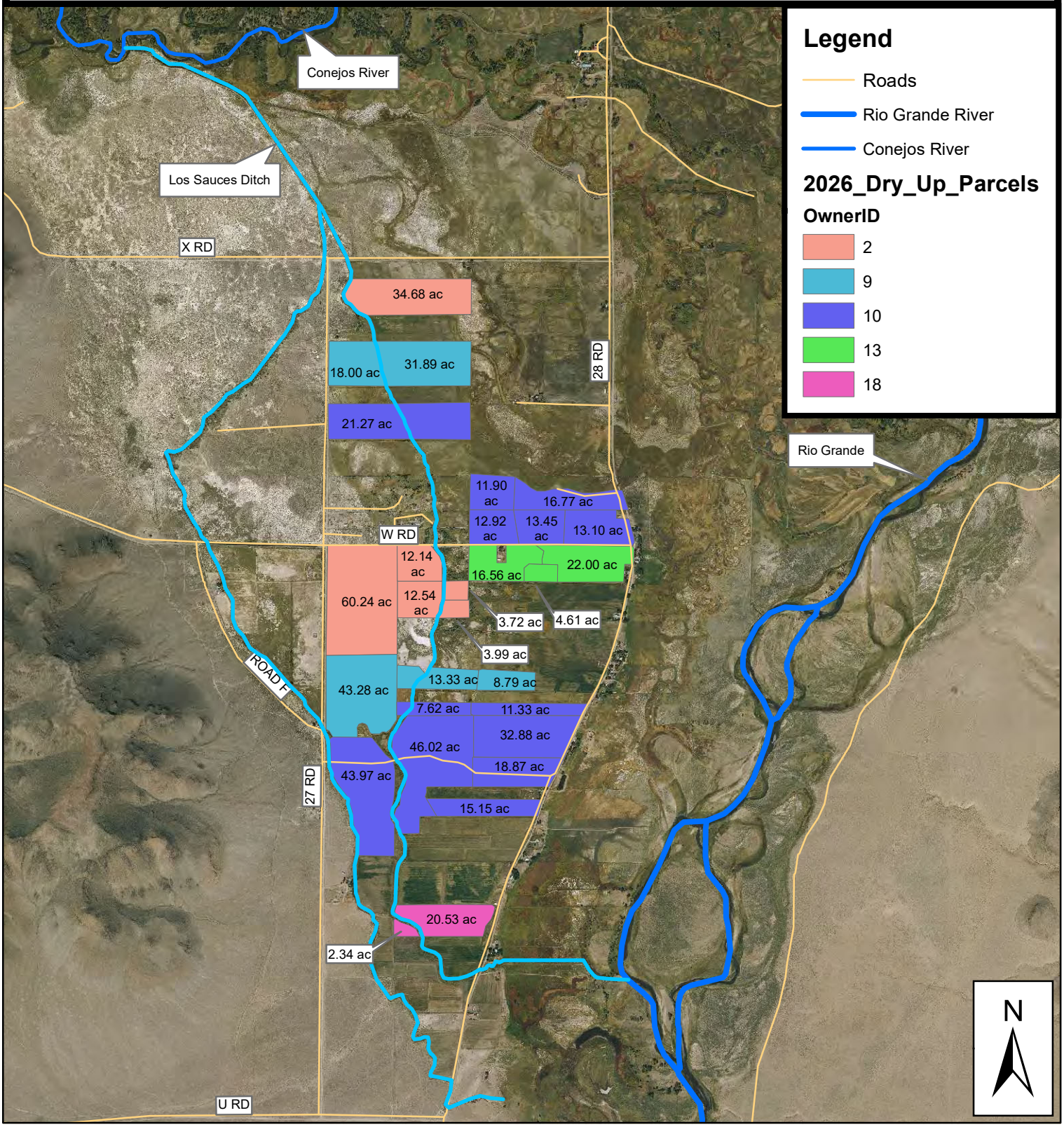
11.0) Conclusion

Surface water consumptive use credits can be created for this group of fields, per the average monthly consumptive use values in Table 7, for the water right when it is in priority, and able to divert water. The estimated annual average historical surface water consumptive use for these fields is ±897.76 ac-ft.

Attachment 1

Map Showing Land to be Dried Up

Los Sauces Ditch
2026 Dry Up Map



Total Dry Up Acreage: 592.79 ac

Owner 2 Area: 127.31 ac
Owner 9 Area: 115.29 ac
Owner 10 Area: 284.08 ac
Owner 13 Area: 43.17 ac
Owner 18 Area: 22.87 ac

Owner IDs reference Historical Consumptive Use Analysis.
Aerial imagery is from 2023.

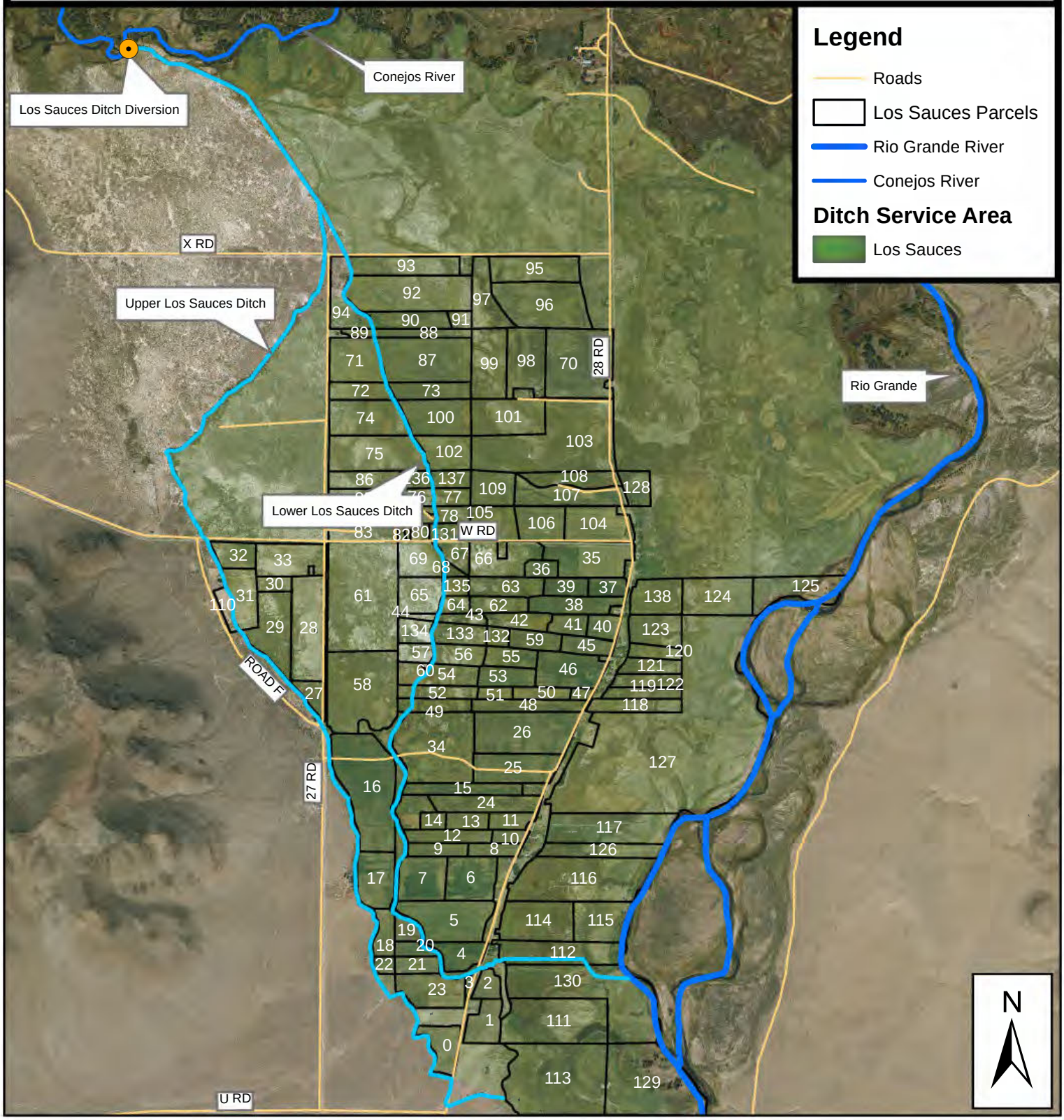
0 0.25 0.5 1 1.5 2 Miles

SINCE 1948 DES
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

Attachment 2

Water Supply Map

Los Sauces Ditch
Water Supply Map



The Los Sauces Ditch diverts water from the Conejos River prior to the confluence with the Rio Grande. There are two main laterals in the ditch system.

An alternate point of diversion exists for the Los Sauces Ditch at Platoro Reservoir.
Parcel IDs reference the Historical Consumptive Use Analysis.
Aerial Imagery is from 2023.

0 0.25 0.5 1 1.5 2 Miles

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1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
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Attachment 3

Historical Diversion Records

Year	Days Water Carried (days)	Max Daily Flow (cfs)	Annual Inseason Irrigation Diversion Summary at Canal Headgate Min Daily Flows: 0.0 cfs Before June 15 and 0.0 cfs after June 15 (Monthly Totals in acre-ft)								TOTAL (acre-ft)
			MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
1969	152	84.0	0.00	619.00	2446.00	2271.00	1777.00	738.00	428.00	0.00	8279.00
1970	152	72.0	0.00	0.00	3086.00	3019.00	2311.00	678.00	1357.00	0.00	10451.00
1971	184	60.0	4.00	577.00	2753.00	2856.00	1777.00	730.00	268.00	783.00	9748.00
1972	207	81.0	0.00	426.00	2590.00	2196.00	668.00	516.00	682.00	978.00	8056.00
1973	93	88.0	0.00	0.00	1099.00	3660.00	1985.00	752.00	0.00	0.00	7496.00
1974	184	75.0	0.00	0.00	3074.00	2594.00	1156.00	785.00	641.00	740.00	8990.00
1975	110	76.0	0.00	0.00	2594.00	2467.00	2289.00	944.00	0.00	0.00	8294.00
1976	139	74.0	0.00	0.00	1999.00	2660.00	0.00	589.00	518.00	845.00	6611.00
1977	224	61.0	79.00	1041.00	1942.00	510.00	317.00	303.00	298.00	601.00	5091.00
1978	143	80.0	0.00	637.00	3719.00	2914.00	33.00	72.00	126.00	155.00	7656.00
1979	118	75.0	0.00	0.00	2686.00	3509.00	1156.00	0.00	319.00	484.00	8154.00
1980	85	82.0	0.00	0.00	1985.00	3832.00	845.00	518.00	0.00	0.00	7180.00
1981	179	88.0	0.00	1371.00	1817.00	2188.00	502.00	454.00	613.00	127.00	7072.00
1982	82	75.0	0.00	190.00	2926.00	3156.00	916.00	313.00	248.00	0.00	7749.00
1983	149	88.0	0.00	298.00	2803.00	4009.00	1595.00	42.00	488.00	766.00	10001.00
1984	139	75.0	0.00	0.00	1815.00	3324.00	889.00	159.00	206.00	476.00	6869.00
1985	183	82.0	0.00	357.00	2636.00	4042.00	2245.00	982.00	932.00	345.00	11539.00
1986	210	75.0	0.00	376.00	3344.00	3679.00	2108.00	940.00	1367.00	334.00	12148.00
1987	201	75.0	0.00	488.00	2819.00	3316.00	1166.00	681.00	411.00	121.00	9002.00
1988	207	78.0	0.00	119.00	2477.00	3184.00	1648.00	1375.00	489.00	1105.00	10397.00
1989	193	88.0	0.00	454.00	3261.00	2586.00	955.00	629.00	569.00	822.00	9276.00
1990	210	88.0	117.00	2447.00	2747.00	2642.00	1111.00	589.00	661.00	196.00	10510.00
1991	85	88.0	0.00	670.00	3469.00	2735.00	440.00	0.00	0.00	337.00	7651.00
1992	171	88.0	0.00	253.00	4028.00	3251.00	692.00	1291.00	270.00	498.00	10283.00
1993	172	88.0	0.00	372.00	3327.00	3745.00	2297.00	793.00	649.00	714.00	11897.00
1994	206	88.0	0.00	450.00	3509.00	3291.00	1688.00	1656.00	968.00	914.00	12476.00
1995	243	88.4	179.00	155.00	3109.00	4309.00	2579.00	1174.00	373.00	587.00	12465.00
1996	191	88.0	0.00	413.00	4023.00	2628.00	1503.00	512.00	728.00	202.00	10009.00
1997	186	87.0	61.00	126.00	3312.00	3640.00	1401.00	505.00	244.00	115.00	9404.00
1998	222	73.7	65.00	94.00	2714.00	2511.00	605.00	1149.00	957.00	522.00	8617.00
1999	226	88.0	55.00	400.00	2174.00	2915.00	958.00	842.00	1404.00	89.00	8837.00
2000	231	79.4	17.00	931.00	3141.00	1346.00	480.00	304.00	298.00	264.00	6781.00

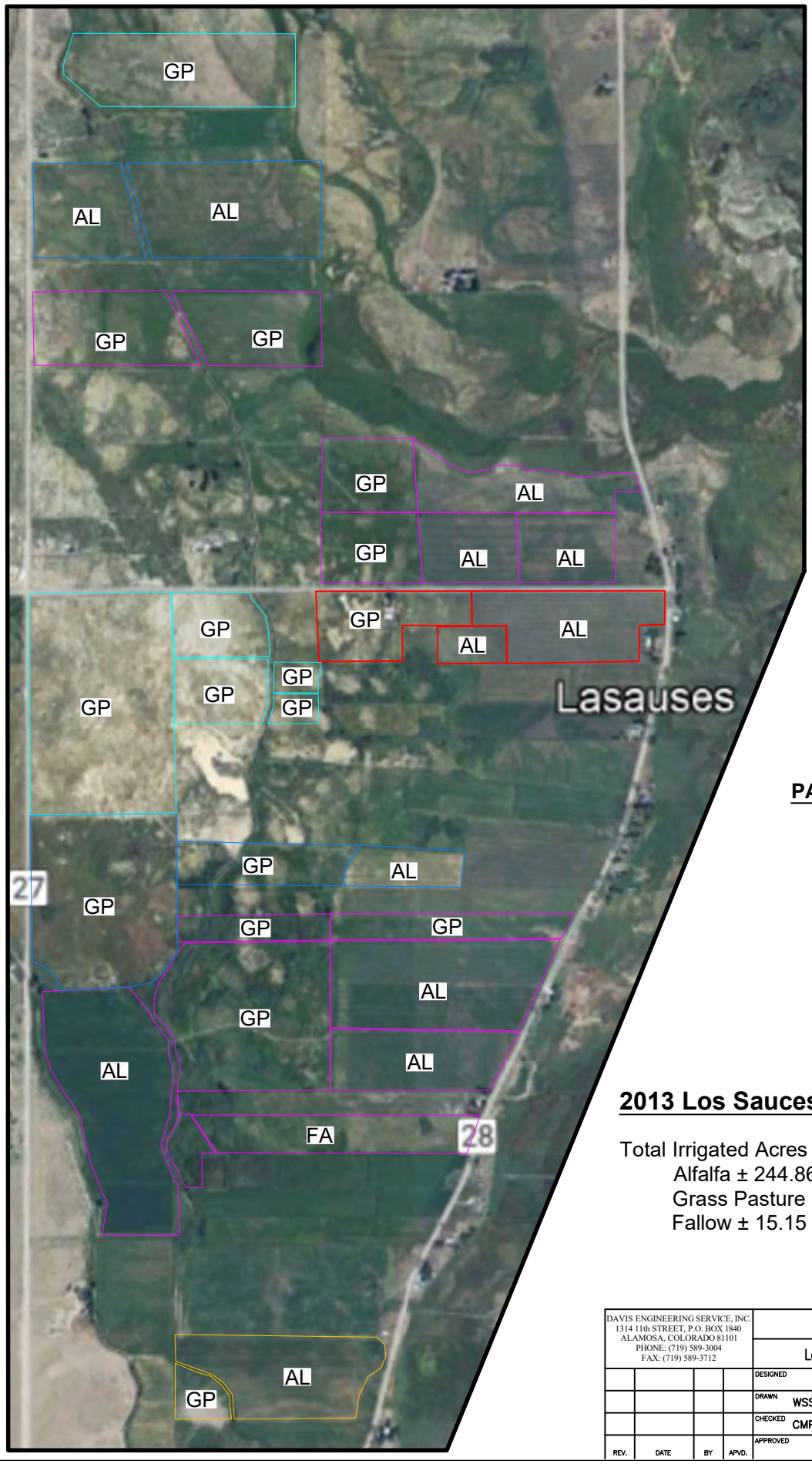
2001	226	82.3	152.00	415.00	3640.00	2559.00	664.00	939.00	651.00	580.00	9600.00
2002	242	39.0	156.00	1054.00	936.00	346.00	103.00	95.00	139.00	224.00	3053.00
2003	299	88.0	369.53	2229.85	3623.26	2738.82	273.86	190.42	204.30	291.58	9921.62
2004	264	88.0	87.67	271.14	3331.29	3011.15	509.76	241.00	271.24	303.48	8026.73
2005	258	88.4	61.49	59.51	3346.76	3691.10	1017.93	176.73	434.19	567.48	9355.19
2006	224	88.4	121.55	1936.49	4296.86	1522.34	654.56	29.75	114.25	495.28	9171.08
2007	239	88.3	61.49	1907.53	4412.10	3265.44	749.76	567.68	338.86	628.97	11931.83
2008	173	88.3	0.00	100.17	4226.64	3636.15	2525.79	315.58	747.78	819.58	12371.69
2009	259	91.0	73.79	131.51	3945.58	3627.43	887.42	169.39	712.08	447.48	9994.68
2010	203	516.9	0.00	261.62	3787.69	2316.33	2334.98	1265.47	710.29	762.06	11438.44
2011	232	88.2	0.00	1286.70	3290.43	3697.44	1097.07	321.13	47.60	187.24	9927.61
2012	211	88.4	0.00	3331.88	3401.11	1765.91	1126.63	614.89	595.05	614.89	11450.36
2013	298	71.6	11.90	1040.94	3025.95	2581.72	451.45	425.94	475.21	589.66	8602.77
2014	171	88.0	31.74	2242.74	4251.04	1704.82	450.26	103.14	32.53	0.00	8816.27
Average	**191**	**90.7**	**37.05**	**642.02**	**3020.41**	**2857.58**	**1150.84**	**575.44**	**477.94**	**426.78**	**9188.05**
Minimum	**82**	**39.0**									**3053.00**
Maximum	**299**	**516.9**									**12476.00**

Headgate Diversion Records for Participating Lands										
Owner	**Owner #9**		**Owner #10**		**Owner #18**		**Owner #2**		**Owner #13**	
	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions
Year	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**
1969	115.29	217.77	284.15	1259.64	22.87	202.45	127.31	202.45	43.18	202.45
1970	115.29	274.91	284.15	1590.10	22.87	255.56	127.31	255.56	43.18	255.56
1971	115.29	256.42	284.15	1483.14	22.87	238.37	127.31	238.37	43.18	238.37
1972	115.29	211.91	284.15	1225.71	22.87	196.99	127.31	196.99	43.18	196.99
1973	115.29	197.18	284.15	1140.51	22.87	183.30	127.31	183.30	43.18	183.30
1974	115.29	236.48	284.15	1367.82	22.87	219.83	127.31	219.83	43.18	219.83
1975	115.29	218.17	284.15	1261.92	22.87	202.81	127.31	202.81	43.18	202.81
1976	115.29	173.90	284.15	1005.85	22.87	161.66	127.31	161.66	43.18	161.66
1977	115.29	133.92	284.15	774.59	22.87	124.49	127.31	124.49	43.18	124.49
1978	115.29	201.39	284.15	1164.85	22.87	187.21	127.31	187.21	43.18	187.21
1979	115.29	214.49	284.15	1240.62	22.87	199.39	127.31	199.39	43.18	199.39
1980	115.29	188.87	284.15	1092.43	22.87	175.57	127.31	175.57	43.18	175.57
1981	115.29	186.03	284.15	1075.99	22.87	172.93	127.31	172.93	43.18	172.93
1982	115.29	203.83	284.15	1179.00	22.87	189.49	127.31	189.49	43.18	189.49
1983	115.29	263.07	284.15	1521.64	22.87	244.55	127.31	244.55	43.18	244.55
1984	115.29	180.69	284.15	1045.11	22.87	167.97	127.31	167.97	43.18	167.97
1985	115.29	303.53	284.15	1755.64	22.87	282.16	127.31	282.16	43.18	282.16
1986	115.29	319.55	284.15	1848.30	22.87	297.05	127.31	297.05	43.18	297.05
1987	115.29	236.79	284.15	1369.64	22.87	220.12	127.31	220.12	43.18	220.12
1988	115.29	273.49	284.15	1581.89	22.87	254.24	127.31	254.24	43.18	254.24
1989	115.29	244.00	284.15	1411.33	22.87	226.82	127.31	226.82	43.18	226.82
1990	115.29	276.46	284.15	1599.08	22.87	257.00	127.31	257.00	43.18	257.00
1991	115.29	201.26	284.15	1164.09	22.87	187.09	127.31	187.09	43.18	187.09
1992	115.29	270.49	284.15	1564.54	22.87	251.45	127.31	251.45	43.18	251.45
1993	115.29	312.94	284.15	1810.11	22.87	290.92	127.31	290.92	43.18	290.92
1994	115.29	328.17	284.15	1898.21	22.87	305.07	127.31	305.07	43.18	305.07
1995	115.29	327.89	284.15	1896.53	22.87	304.80	127.31	304.80	43.18	304.80
1996	115.29	263.28	284.15	1522.85	22.87	244.75	127.31	244.75	43.18	244.75

1997	115.29	247.37	284.15	1430.81	22.87	229.95	127.31	229.95	43.18	229.95
1998	115.29	226.67	284.15	1311.06	22.87	210.71	127.31	210.71	43.18	210.71
1999	115.29	232.45	284.15	1344.54	22.87	216.09	127.31	216.09	43.18	216.09
2000	115.29	178.37	284.15	1031.72	22.87	165.81	127.31	165.81	43.18	165.81
2001	115.29	252.52	284.15	1460.63	22.87	234.75	127.31	234.75	43.18	234.75
2002	115.29	80.31	284.15	464.51	22.87	74.65	127.31	74.65	43.18	74.65
2003	115.29	260.98	284.15	1509.56	22.87	242.61	127.31	242.61	43.18	242.61
2004	115.29	211.14	284.15	1221.26	22.87	196.28	127.31	196.28	43.18	196.28
2005	115.29	246.08	284.15	1423.38	22.87	228.76	127.31	228.76	43.18	228.76
2006	115.29	241.24	284.15	1395.37	22.87	224.26	127.31	224.26	43.18	224.26
2007	115.29	313.86	284.15	1815.41	22.87	291.77	127.31	291.77	43.18	291.77
2008	115.29	325.43	284.15	1882.33	22.87	302.52	127.31	302.52	43.18	302.52
2009	115.29	262.90	284.15	1520.68	22.87	244.40	127.31	244.40	43.18	244.40
2010	115.29	300.88	284.15	1740.34	22.87	279.70	127.31	279.70	43.18	279.70
2011	115.29	261.14	284.15	1510.47	22.87	242.76	127.31	242.76	43.18	242.76
2012	115.29	301.20	284.15	1742.16	22.87	279.99	127.31	279.99	43.18	279.99
2013	115.29	226.29	284.15	1308.90	22.87	210.36	127.31	210.36	43.18	210.36
2014	115.29	231.91	284.15	1341.38	22.87	215.58	127.31	215.58	43.18	215.58
Average:		**241.69**		**1397.95**		**224.67**		**224.67**		**224.67**

Attachment 4

Yearly Irrigated Land Maps



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2013 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
- Alfalfa ± 244.86 ac
- Grass Pasture ± 332.78 ac
- Fallow ± 15.15 ac

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
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FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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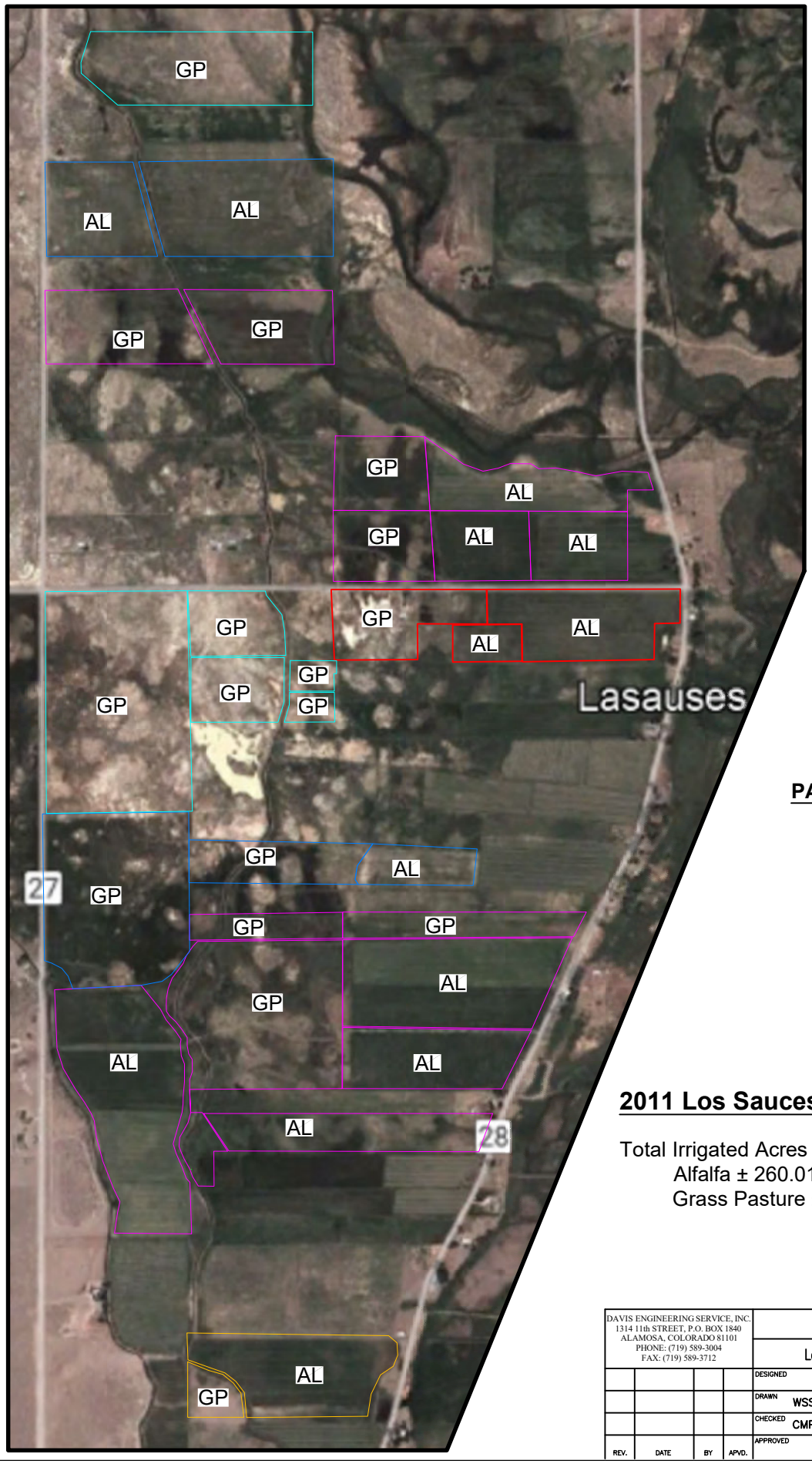
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2011 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 260.01 ac
Grass Pasture ± 332.78 ac

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SHEET NO. 1 OF 1
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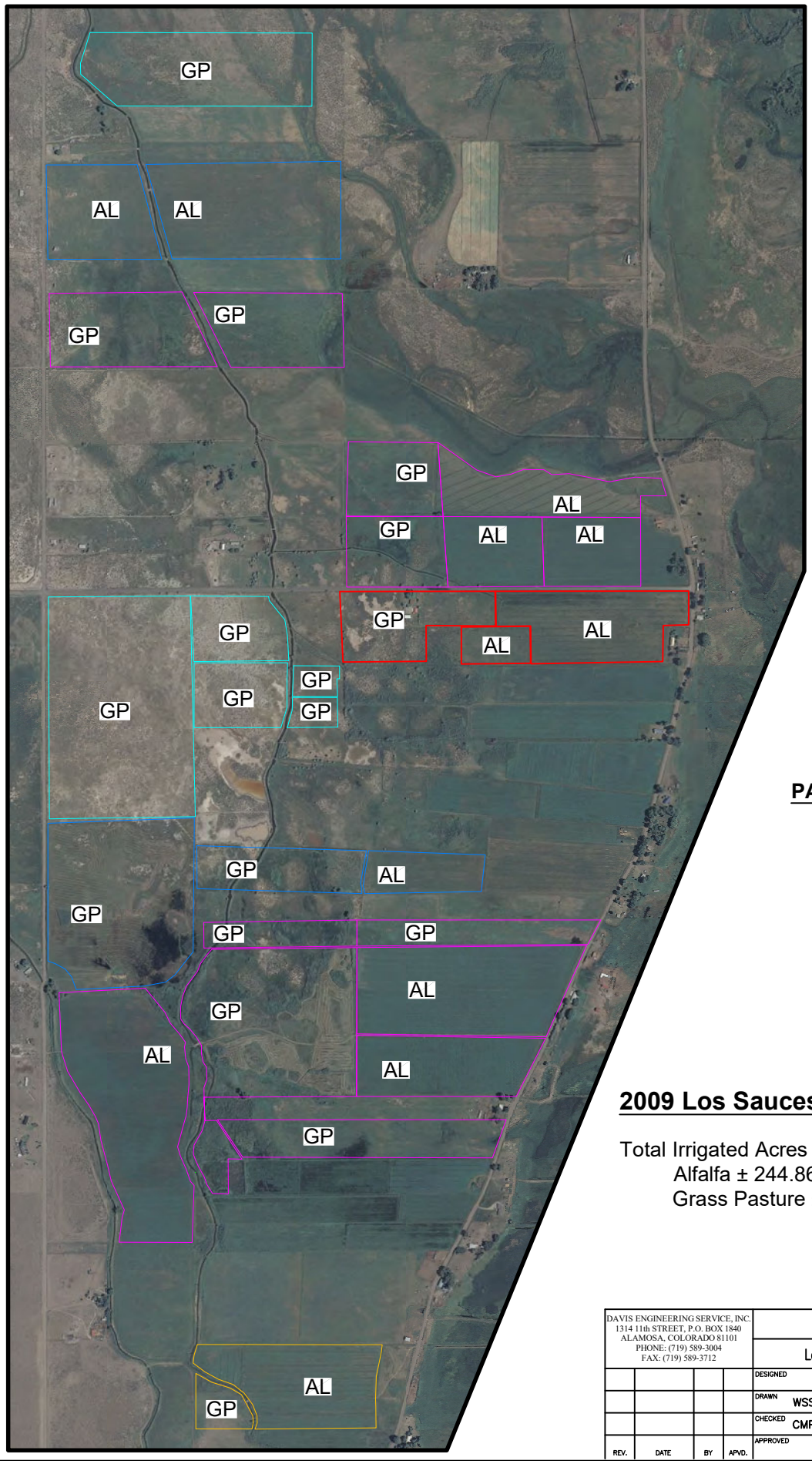

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2009 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
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SHEET NO. 1 OF 1
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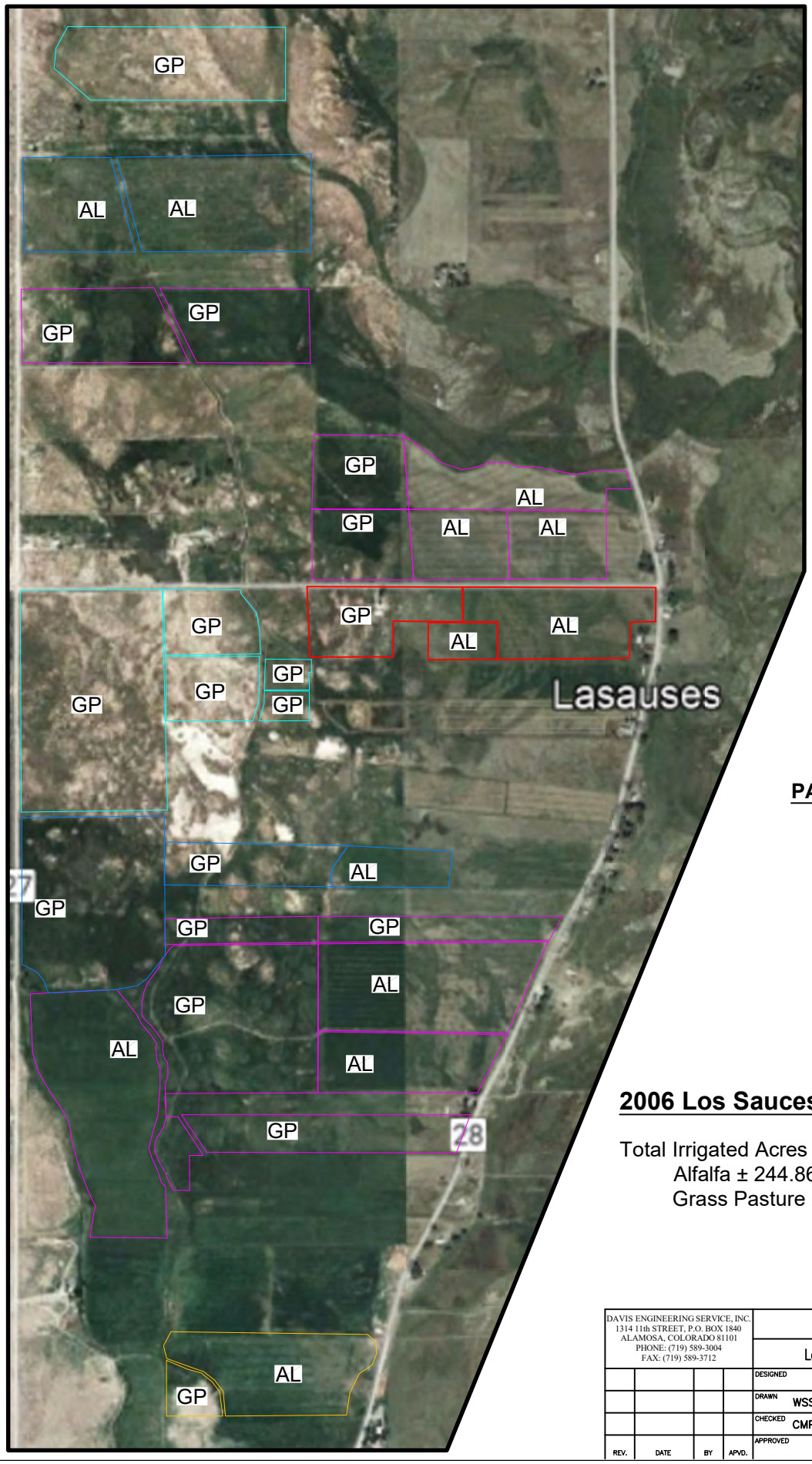

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2006 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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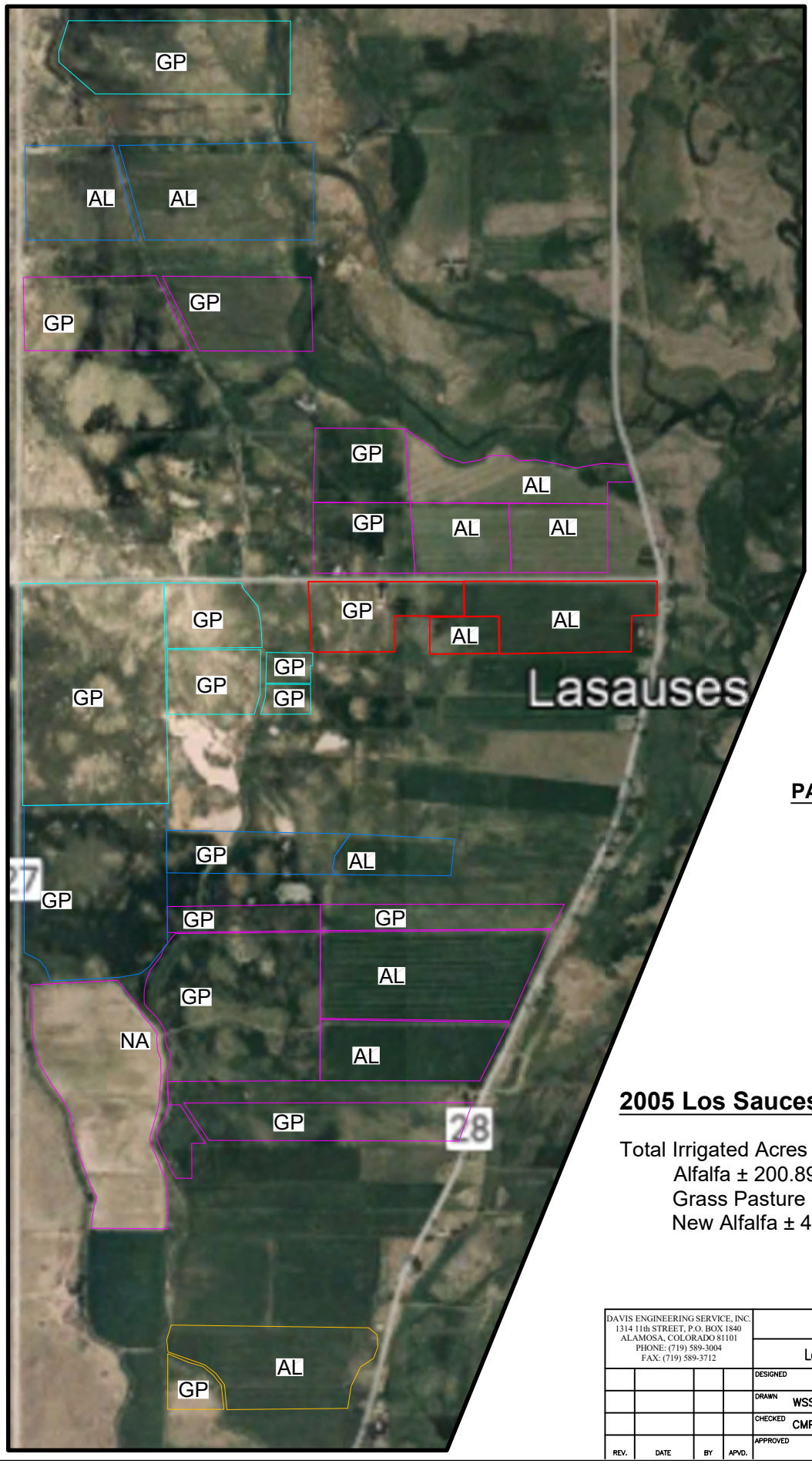
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2005 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 200.89 ac
Grass Pasture ± 347.93 ac
New Alfalfa ± 43.97 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
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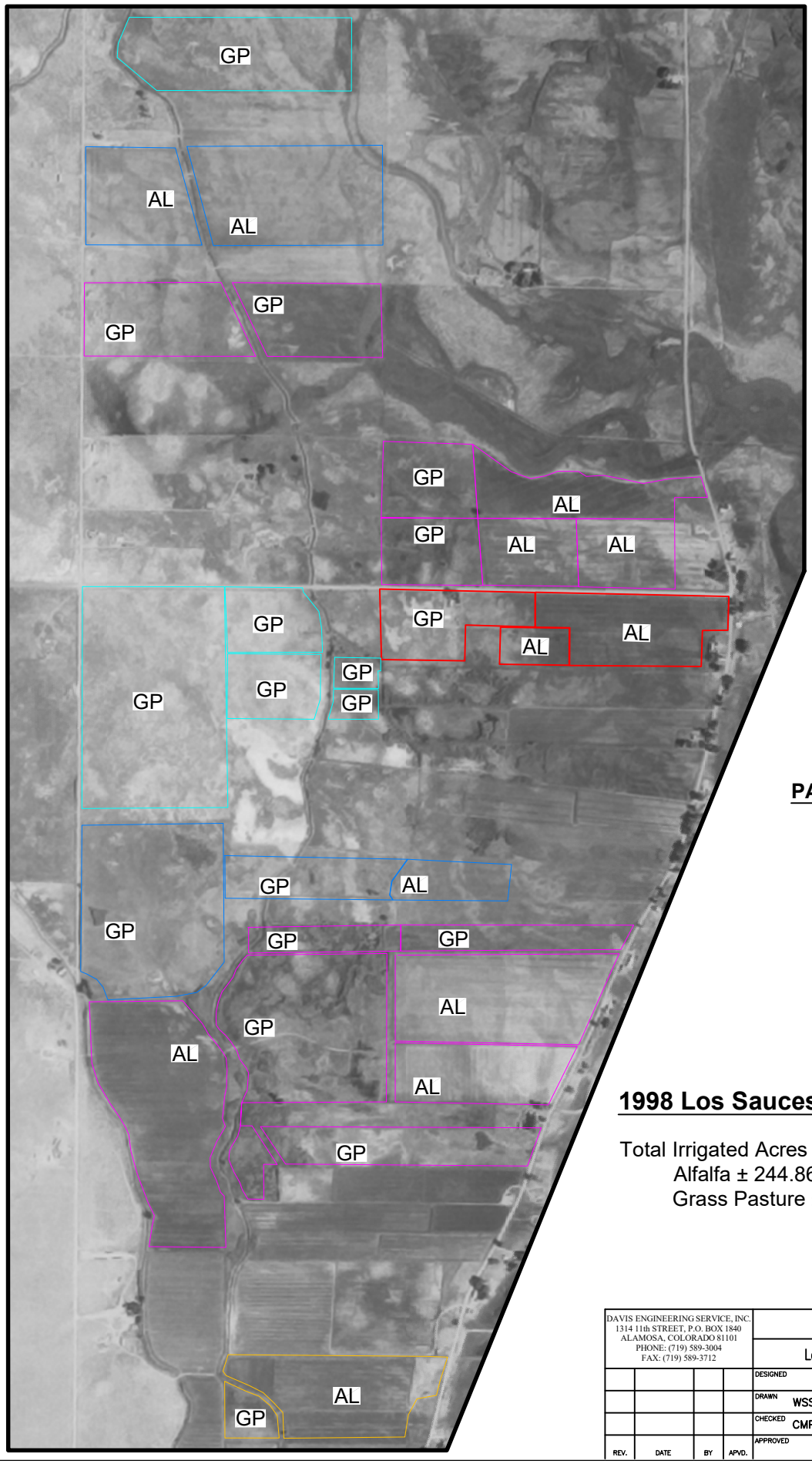
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1998 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
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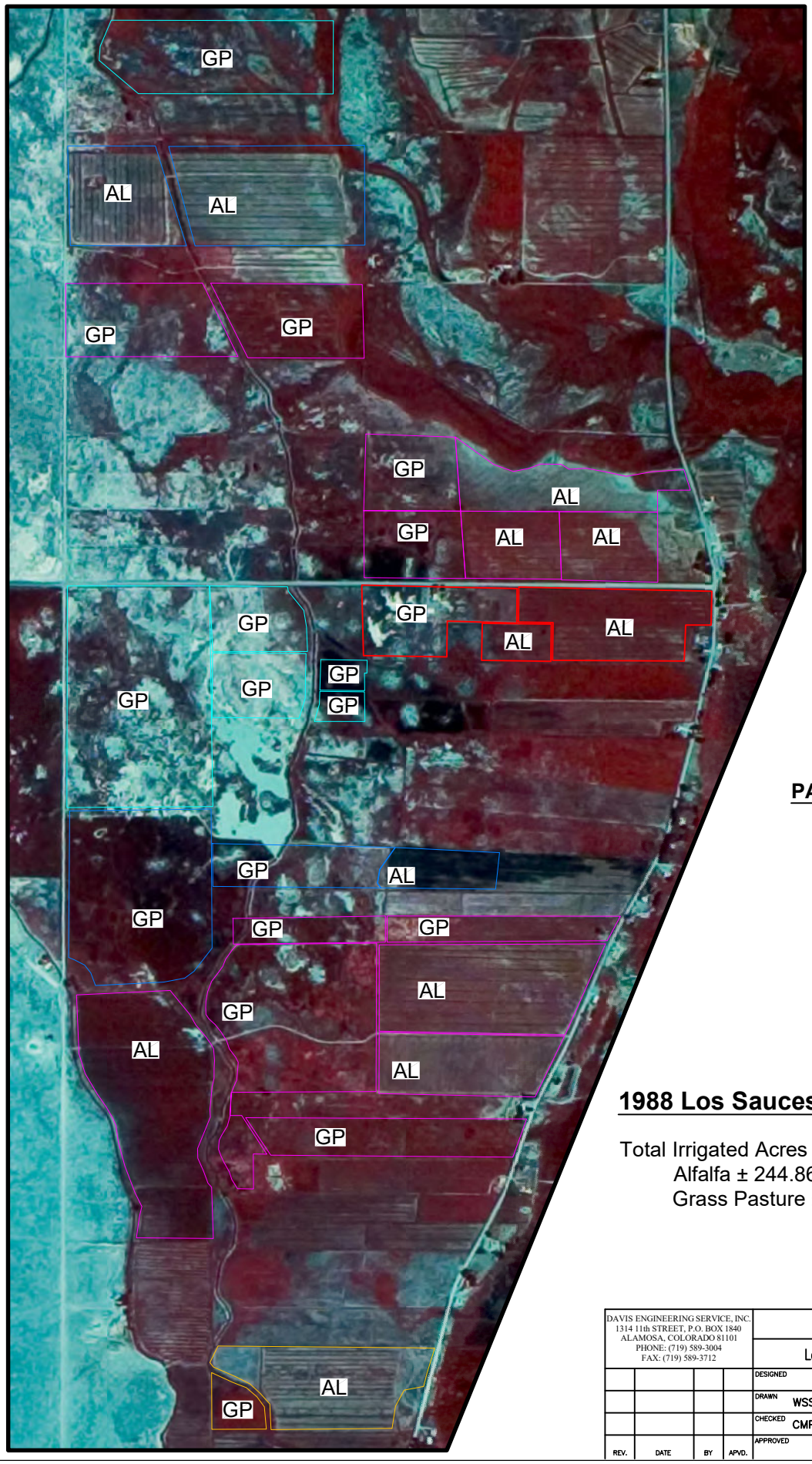

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1988 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

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CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
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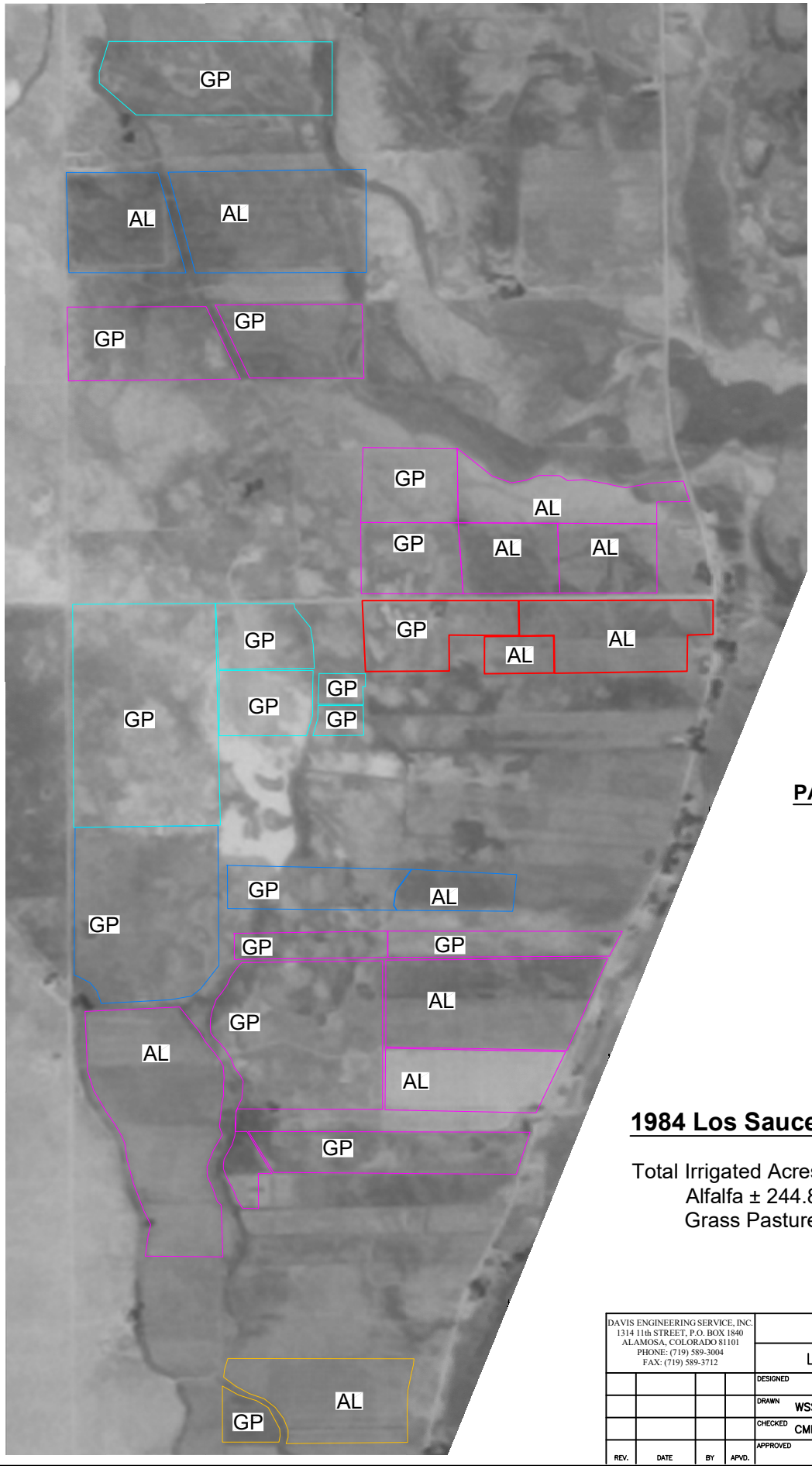

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1984 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

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SCALE Not to Scale
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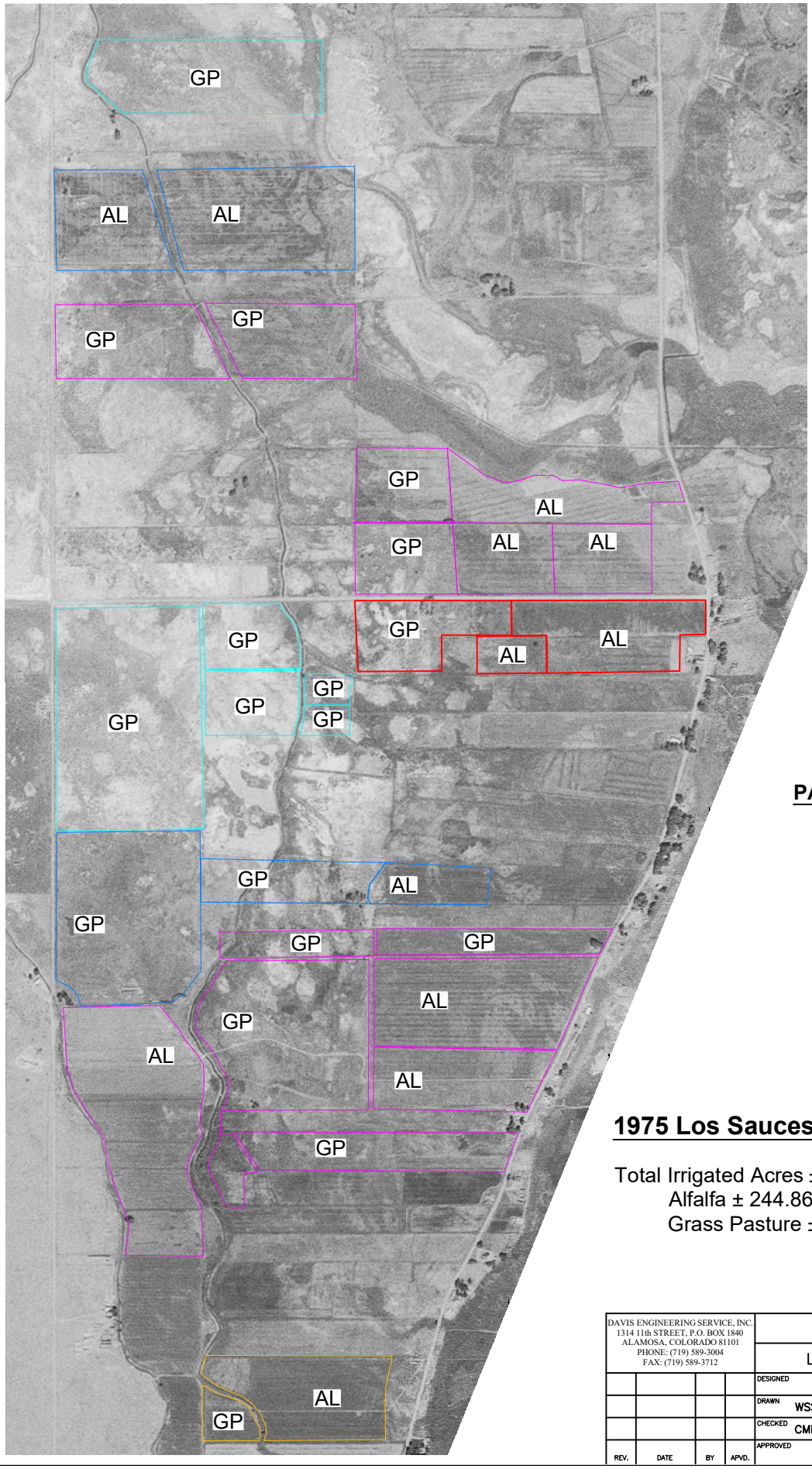

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1975 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

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CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
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PROJECT NO. E02194

Attachment 5

Historical Cropping Records

Historical Cropping Records

Owner No. 9

Fields 53, 54, 58, 71, 87

1314 11th St. - P.O. Box 1840 - Alamosa - CO - 81101 - Phone (719) 589-3004 - Fax (719) 589-3712

Field 53			
Year	Crop	System	Area (acres)
1969	Alfalfa - Good	Flood	8.79
1970	Alfalfa - Good	Flood	8.79
1971	Alfalfa - Good	Flood	8.79
1972	Alfalfa - Good	Flood	8.79
1973	Alfalfa - Good	Flood	8.79
1974	Alfalfa - Good	Flood	8.79
1975	Alfalfa - Good	Flood	8.79
1976	Alfalfa - Good	Flood	8.79
1977	Alfalfa - Good	Flood	8.79
1978	Alfalfa - Good	Flood	8.79
1979	Alfalfa - Good	Flood	8.79
1980	Alfalfa - Good	Flood	8.79
1981	Alfalfa - Good	Flood	8.79
1982	Alfalfa - Good	Flood	8.79
1983	Alfalfa - Good	Flood	8.79
1984	Alfalfa - Good	Flood	8.79
1985	Alfalfa - Good	Flood	8.79
1986	Alfalfa - Good	Flood	8.79
1987	Alfalfa - Above Average	Flood	8.79
1988	Alfalfa - Above Average	Flood	8.79
1989	Alfalfa - Above Average	Flood	8.79
1990	Alfalfa - Above Average	Flood	8.79
1991	Alfalfa - Above Average	Flood	8.79

Field 53			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	8.79
1993	Alfalfa - Above Average	Flood	8.79
1994	Alfalfa - Good	Flood	8.79
1995	Alfalfa - Good	Flood	8.79
1996	Alfalfa - Good	Flood	8.79
1997	Alfalfa - Good	Flood	8.79
1998	Alfalfa - Good	Flood	8.79
1999	Alfalfa - Good	Flood	8.79
2000	Alfalfa - Good	Flood	8.79
2001	Alfalfa - Good	Flood	8.79
2002	Alfalfa - Above Average	Flood	8.79
2003	Alfalfa - Above Average	Flood	8.79
2004	Alfalfa - Above Average	Flood	8.79
2005	Alfalfa - Above Average	Flood	8.79
2006	Alfalfa - Good	Flood	8.79
2007	Alfalfa - Good	Flood	8.79
2008	Alfalfa - Above Average	Flood	8.79
2009	Alfalfa - Above Average	Flood	8.79
2010	Alfalfa - Above Average	Flood	8.79
2011	Alfalfa - Average	Flood	8.79
2012	Alfalfa - Average	Flood	8.79
2013	Alfalfa - Good	Flood	8.79
2014	Alfalfa - Good	Flood	8.79

Field 54			
Year	Crop	System	Area (acres)
1969	Pasture - Below Average	Flood	13.33
1970	Pasture - Below Average	Flood	13.33
1971	Pasture - Below Average	Flood	13.33
1972	Pasture - Below Average	Flood	13.33
1973	Pasture - Below Average	Flood	13.33
1974	Pasture - Below Average	Flood	13.33
1975	Pasture - Below Average	Flood	13.33
1976	Pasture - Below Average	Flood	13.33
1977	Pasture - Below Average	Flood	13.33
1978	Pasture - Below Average	Flood	13.33
1979	Pasture - Below Average	Flood	13.33
1980	Pasture - Below Average	Flood	13.33
1981	Pasture - Below Average	Flood	13.33
1982	Pasture - Below Average	Flood	13.33
1983	Pasture - Below Average	Flood	13.33
1984	Pasture - Below Average	Flood	13.33
1985	Pasture - Below Average	Flood	13.33
1986	Pasture - Below Average	Flood	13.33
1987	Pasture - Below Average	Flood	13.33
1988	Pasture - Below Average	Flood	13.33
1989	Pasture - Below Average	Flood	13.33
1990	Pasture - Below Average	Flood	13.33
1991	Pasture - Below Average	Flood	13.33

Field 54			
Year	Crop	System	Area (acres)
1992	Pasture - Below Average	Flood	13.33
1993	Pasture - Below Average	Flood	13.33
1994	Pasture - Below Average	Flood	13.33
1995	Pasture - Below Average	Flood	13.33
1996	Pasture - Below Average	Flood	13.33
1997	Pasture - Below Average	Flood	13.33
1998	Pasture - Below Average	Flood	13.33
1999	Pasture - Below Average	Flood	13.33
2000	Pasture - Below Average	Flood	13.33
2001	Pasture - Below Average	Flood	13.33
2002	Pasture - Average	Flood	13.33
2003	Pasture - Average	Flood	13.33
2004	Pasture - Average	Flood	13.33
2005	Pasture - Average	Flood	13.33
2006	Pasture - Below Average	Flood	13.33
2007	Pasture - Below Average	Flood	13.33
2008	Pasture - Below Average	Flood	13.33
2009	Pasture - Below Average	Flood	13.33
2010	Pasture - Below Average	Flood	13.33
2011	Pasture - Below Average	Flood	13.33
2012	Pasture - Below Average	Flood	13.33
2013	Pasture - Below Average	Flood	13.33
2014	Pasture - Below Average	Flood	13.33

Field 58			
Year	Crop	System	Area (acres)
1969	Pasture - Above Average	Flood	43.28
1970	Pasture - Above Average	Flood	43.28
1971	Pasture - Average	Flood	43.28
1972	Pasture - Average	Flood	43.28
1973	Pasture - Average	Flood	43.28
1974	Pasture - Average	Flood	43.28
1975	Pasture - Average	Flood	43.28
1976	Pasture - Average	Flood	43.28
1977	Pasture - Average	Flood	43.28
1978	Pasture - Average	Flood	43.28
1979	Pasture - Average	Flood	43.28
1980	Pasture - Below Average	Flood	43.28
1981	Pasture - Below Average	Flood	43.28
1982	Pasture - Below Average	Flood	43.28
1983	Pasture - Below Average	Flood	43.28
1984	Pasture - Below Average	Flood	43.28
1985	Pasture - Below Average	Flood	43.28
1986	Pasture - Below Average	Flood	43.28
1987	Pasture - Good	Flood	43.28
1988	Pasture - Good	Flood	43.28
1989	Pasture - Good	Flood	43.28
1990	Pasture - Good	Flood	43.28
1991	Pasture - Good	Flood	43.28

Field 58			
Year	Crop	System	Area (acres)
1992	Pasture - Good	Flood	43.28
1993	Pasture - Good	Flood	43.28
1994	Pasture - Below Average	Flood	43.28
1995	Pasture - Below Average	Flood	43.28
1996	Pasture - Below Average	Flood	43.28
1997	Pasture - Below Average	Flood	43.28
1998	Pasture - Below Average	Flood	43.28
1999	Pasture - Below Average	Flood	43.28
2000	Pasture - Below Average	Flood	43.28
2001	Pasture - Below Average	Flood	43.28
2002	Pasture - Above Average	Flood	43.28
2003	Pasture - Above Average	Flood	43.28
2004	Pasture - Above Average	Flood	43.28
2005	Pasture - Above Average	Flood	43.28
2006	Pasture - Good	Flood	43.28
2007	Pasture - Good	Flood	43.28
2008	Pasture - Below Average	Flood	43.28
2009	Pasture - Below Average	Flood	43.28
2010	Pasture - Below Average	Flood	43.28
2011	Pasture - Above Average	Flood	43.28
2012	Pasture - Above Average	Flood	43.28
2013	Pasture - Average	Flood	43.28
2014	Pasture - Average	Flood	43.28

Field 71			
Year	Crop	System	Area (acres)
1969	Alfalfa - Above Average	Flood	18.00
1970	Alfalfa - Above Average	Flood	18.00
1971	Alfalfa - Above Average	Flood	18.00
1972	Alfalfa - Above Average	Flood	18.00
1973	Alfalfa - Above Average	Flood	18.00
1974	Alfalfa - Above Average	Flood	18.00
1975	Alfalfa - Above Average	Flood	18.00
1976	Alfalfa - Above Average	Flood	18.00
1977	Alfalfa - Above Average	Flood	18.00
1978	Alfalfa - Above Average	Flood	18.00
1979	Alfalfa - Above Average	Flood	18.00
1980	Alfalfa - Good	Flood	18.00
1981	Alfalfa - Good	Flood	18.00
1982	Alfalfa - Good	Flood	18.00
1983	Alfalfa - Good	Flood	18.00
1984	Alfalfa - Good	Flood	18.00
1985	Alfalfa - Good	Flood	18.00
1986	Alfalfa - Good	Flood	18.00
1987	Alfalfa - Average	Flood	18.00
1988	Alfalfa - Average	Flood	18.00
1989	Alfalfa - Average	Flood	18.00
1990	Alfalfa - Average	Flood	18.00
1991	Alfalfa - Average	Flood	18.00

Field 71			
Year	Crop	System	Area (acres)
1992	Alfalfa - Average	Flood	18.00
1993	Alfalfa - Average	Flood	18.00
1994	Alfalfa - Average	Flood	18.00
1995	Alfalfa - Average	Flood	18.00
1996	Alfalfa - Average	Flood	18.00
1997	Alfalfa - Average	Flood	18.00
1998	Alfalfa - Average	Flood	18.00
1999	Alfalfa - Average	Flood	18.00
2000	Alfalfa - Average	Flood	18.00
2001	Alfalfa - Average	Flood	18.00
2002	Alfalfa - Average	Flood	18.00
2003	Alfalfa - Average	Flood	18.00
2004	Alfalfa - Average	Flood	18.00
2005	Alfalfa - Average	Flood	18.00
2006	Alfalfa - Above Average	Flood	18.00
2007	Alfalfa - Above Average	Flood	18.00
2008	Alfalfa - Average	Flood	18.00
2009	Alfalfa - Average	Flood	18.00
2010	Alfalfa - Average	Flood	18.00
2011	Alfalfa - Average	Flood	18.00
2012	Alfalfa - Average	Flood	18.00
2013	Alfalfa - Average	Flood	18.00
2014	Alfalfa - Average	Flood	18.00

Field 87			
Year	Crop	System	Area (acres)
1969	Alfalfa - Good	Flood	31.89
1970	Alfalfa - Good	Flood	31.89
1971	Alfalfa - Above Average	Flood	31.89
1972	Alfalfa - Above Average	Flood	31.89
1973	Alfalfa - Above Average	Flood	31.89
1974	Alfalfa - Above Average	Flood	31.89
1975	Alfalfa - Above Average	Flood	31.89
1976	Alfalfa - Above Average	Flood	31.89
1977	Alfalfa - Above Average	Flood	31.89
1978	Alfalfa - Above Average	Flood	31.89
1979	Alfalfa - Above Average	Flood	31.89
1980	Alfalfa - Good	Flood	31.89
1981	Alfalfa - Good	Flood	31.89
1982	Alfalfa - Good	Flood	31.89
1983	Alfalfa - Good	Flood	31.89
1984	Alfalfa - Good	Flood	31.89
1985	Alfalfa - Good	Flood	31.89
1986	Alfalfa - Good	Flood	31.89
1987	Alfalfa - Average	Flood	31.89
1988	Alfalfa - Average	Flood	31.89
1989	Alfalfa - Average	Flood	31.89
1990	Alfalfa - Average	Flood	31.89
1991	Alfalfa - Average	Flood	31.89

Field 87			
Year	Crop	System	Area (acres)
1992	Alfalfa - Average	Flood	31.89
1993	Alfalfa - Average	Flood	31.89
1994	Alfalfa - Average	Flood	31.89
1995	Alfalfa - Average	Flood	31.89
1996	Alfalfa - Average	Flood	31.89
1997	Alfalfa - Average	Flood	31.89
1998	Alfalfa - Average	Flood	31.89
1999	Alfalfa - Average	Flood	31.89
2000	Alfalfa - Average	Flood	31.89
2001	Alfalfa - Average	Flood	31.89
2002	Alfalfa - Average	Flood	31.89
2003	Alfalfa - Average	Flood	31.89
2004	Alfalfa - Average	Flood	31.89
2005	Alfalfa - Average	Flood	31.89
2006	Alfalfa - Above Average	Flood	31.89
2007	Alfalfa - Above Average	Flood	31.89
2008	Alfalfa - Average	Flood	31.89
2009	Alfalfa - Average	Flood	31.89
2010	Alfalfa - Average	Flood	31.89
2011	Alfalfa - Average	Flood	31.89
2012	Alfalfa - Average	Flood	31.89
2013	Alfalfa - Above Average	Flood	31.89
2014	Alfalfa - Above Average	Flood	31.89

Historical Cropping Records

Owner No. 10

Fields 16, 24, 25, 26, 34, 48, 49, 74, 100, 104, 105, 106, 107, 109

1314 11th St. - P.O. Box 1840 - Alamosa - CO - 81101 - Phone (719) 589-3004 - Fax (719) 589-3712

Field 16			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	43.97
1970	Alfalfa - Average	Flood	43.97
1971	Alfalfa - Below Average	Flood	43.97
1972	Alfalfa - Below Average	Flood	43.97
1973	Alfalfa - Below Average	Flood	43.97
1974	Alfalfa - Below Average	Flood	43.97
1975	Alfalfa - Below Average	Flood	43.97
1976	Alfalfa - Below Average	Flood	43.97
1977	Alfalfa - Below Average	Flood	43.97
1978	Alfalfa - Below Average	Flood	43.97
1979	Alfalfa - Below Average	Flood	43.97
1980	Alfalfa - Below Average	Flood	43.97
1981	Alfalfa - Below Average	Flood	43.97
1982	Alfalfa - Below Average	Flood	43.97
1983	Alfalfa - Below Average	Flood	43.97
1984	Alfalfa - Below Average	Flood	43.97
1985	Alfalfa - Below Average	Flood	43.97
1986	Alfalfa - Below Average	Flood	43.97
1987	Alfalfa - Above Average	Flood	43.97
1988	Alfalfa - Above Average	Flood	43.97
1989	Alfalfa - Above Average	Flood	43.97
1990	Alfalfa - Above Average	Flood	43.97
1991	Alfalfa - Above Average	Flood	43.97

Field 16			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	43.97
1993	Alfalfa - Above Average	Flood	43.97
1994	Alfalfa - Good	Flood	43.97
1995	Alfalfa - Good	Flood	43.97
1996	Alfalfa - Good	Flood	43.97
1997	Alfalfa - Good	Flood	43.97
1998	Alfalfa - Good	Flood	43.97
1999	Alfalfa - Good	Flood	43.97
2000	Alfalfa - Good	Flood	43.97
2001	Alfalfa - Good	Flood	43.97
2002	Alfalfa - Seedling	Flood	43.97
2003	Alfalfa - Seedling	Flood	43.97
2004	Alfalfa - Seedling	Flood	43.97
2005	Alfalfa - Seedling	Flood	43.97
2006	Alfalfa - Good	Flood	43.97
2007	Alfalfa - Good	Flood	43.97
2008	Alfalfa - Good	Flood	43.97
2009	Alfalfa - Good	Flood	43.97
2010	Alfalfa - Good	Flood	43.97
2011	Alfalfa - Good	Flood	43.97
2012	Alfalfa - Good	Flood	43.97
2013	Alfalfa - Good	Flood	43.97
2014	Alfalfa - Good	Flood	43.97

Field 24			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	15.15
1970	Pasture - Below Average	Flood	15.15
1971	Pasture - Below Average	Flood	15.15
1972	Pasture - Below Average	Flood	15.15
1973	Pasture - Below Average	Flood	15.15
1974	Pasture - Below Average	Flood	15.15
1975	Pasture - Below Average	Flood	15.15
1976	Pasture - Below Average	Flood	15.15
1977	Pasture - Below Average	Flood	15.15
1978	Pasture - Below Average	Flood	15.15
1979	Pasture - Below Average	Flood	15.15
1980	Pasture - Below Average	Flood	15.15
1981	Pasture - Below Average	Flood	15.15
1982	Pasture - Below Average	Flood	15.15
1983	Pasture - Below Average	Flood	15.15
1984	Pasture - Below Average	Flood	15.15
1985	Pasture - Below Average	Flood	15.15
1986	Pasture - Below Average	Flood	15.15
1987	Pasture - Above Average	Flood	15.15
1988	Pasture - Above Average	Flood	15.15
1989	Pasture - Above Average	Flood	15.15
1990	Pasture - Above Average	Flood	15.15
1991	Pasture - Above Average	Flood	15.15

Field 24			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	15.15
1993	Pasture - Above Average	Flood	15.15
1994	Pasture - Below Average	Flood	15.15
1995	Pasture - Below Average	Flood	15.15
1996	Pasture - Below Average	Flood	15.15
1997	Pasture - Below Average	Flood	15.15
1998	Pasture - Below Average	Flood	15.15
1999	Pasture - Below Average	Flood	15.15
2000	Pasture - Below Average	Flood	15.15
2001	Pasture - Below Average	Flood	15.15
2002	Pasture - Average	Flood	15.15
2003	Pasture - Average	Flood	15.15
2004	Pasture - Average	Flood	15.15
2005	Pasture - Average	Flood	15.15
2006	Pasture - Average	Flood	15.15
2007	Pasture - Average	Flood	15.15
2008	Pasture - Good	Flood	15.15
2009	Pasture - Good	Flood	15.15
2010	Pasture - Good	Flood	15.15
2011	Alfalfa - Good	Flood	15.15
2012	Alfalfa - Good	Flood	15.15
2013	Fallow	Flood	15.15
2014	Fallow	Flood	15.15

Field 25			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	18.87
1970	Alfalfa - Average	Flood	18.87
1971	Alfalfa - Average	Flood	18.87
1972	Alfalfa - Average	Flood	18.87
1973	Alfalfa - Average	Flood	18.87
1974	Alfalfa - Average	Flood	18.87
1975	Alfalfa - Average	Flood	18.87
1976	Alfalfa - Average	Flood	18.87
1977	Alfalfa - Average	Flood	18.87
1978	Alfalfa - Average	Flood	18.87
1979	Alfalfa - Average	Flood	18.87
1980	Alfalfa - Poor	Flood	18.87
1981	Alfalfa - Poor	Flood	18.87
1982	Alfalfa - Poor	Flood	18.87
1983	Alfalfa - Poor	Flood	18.87
1984	Alfalfa - Poor	Flood	18.87
1985	Alfalfa - Poor	Flood	18.87
1986	Alfalfa - Poor	Flood	18.87
1987	Alfalfa - Above Average	Flood	18.87
1988	Alfalfa - Above Average	Flood	18.87
1989	Alfalfa - Above Average	Flood	18.87
1990	Alfalfa - Above Average	Flood	18.87
1991	Alfalfa - Above Average	Flood	18.87

Field 25			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	18.87
1993	Alfalfa - Above Average	Flood	18.87
1994	Alfalfa - Average	Flood	18.87
1995	Alfalfa - Average	Flood	18.87
1996	Alfalfa - Average	Flood	18.87
1997	Alfalfa - Average	Flood	18.87
1998	Alfalfa - Average	Flood	18.87
1999	Alfalfa - Average	Flood	18.87
2000	Alfalfa - Average	Flood	18.87
2001	Alfalfa - Average	Flood	18.87
2002	Alfalfa - Good	Flood	18.87
2003	Alfalfa - Good	Flood	18.87
2004	Alfalfa - Good	Flood	18.87
2005	Alfalfa - Good	Flood	18.87
2006	Alfalfa - Good	Flood	18.87
2007	Alfalfa - Good	Flood	18.87
2008	Alfalfa - Good	Flood	18.87
2009	Alfalfa - Good	Flood	18.87
2010	Alfalfa - Good	Flood	18.87
2011	Alfalfa - Above Average	Flood	18.87
2012	Alfalfa - Above Average	Flood	18.87
2013	Alfalfa - Good	Flood	18.87
2014	Alfalfa - Good	Flood	18.87

Field 26			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	32.88
1970	Alfalfa - Average	Flood	32.88
1971	Alfalfa - Average	Flood	32.88
1972	Alfalfa - Average	Flood	32.88
1973	Alfalfa - Average	Flood	32.88
1974	Alfalfa - Average	Flood	32.88
1975	Alfalfa - Average	Flood	32.88
1976	Alfalfa - Average	Flood	32.88
1977	Alfalfa - Average	Flood	32.88
1978	Alfalfa - Average	Flood	32.88
1979	Alfalfa - Average	Flood	32.88
1980	Alfalfa - Above Average	Flood	32.88
1981	Alfalfa - Above Average	Flood	32.88
1982	Alfalfa - Above Average	Flood	32.88
1983	Alfalfa - Above Average	Flood	32.88
1984	Alfalfa - Above Average	Flood	32.88
1985	Alfalfa - Above Average	Flood	32.88
1986	Alfalfa - Above Average	Flood	32.88
1987	Alfalfa - Above Average	Flood	32.88
1988	Alfalfa - Above Average	Flood	32.88
1989	Alfalfa - Above Average	Flood	32.88
1990	Alfalfa - Above Average	Flood	32.88
1991	Alfalfa - Above Average	Flood	32.88

Field 26			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	32.88
1993	Alfalfa - Above Average	Flood	32.88
1994	Alfalfa - Average	Flood	32.88
1995	Alfalfa - Average	Flood	32.88
1996	Alfalfa - Average	Flood	32.88
1997	Alfalfa - Average	Flood	32.88
1998	Alfalfa - Average	Flood	32.88
1999	Alfalfa - Average	Flood	32.88
2000	Alfalfa - Average	Flood	32.88
2001	Alfalfa - Average	Flood	32.88
2002	Alfalfa - Good	Flood	32.88
2003	Alfalfa - Good	Flood	32.88
2004	Alfalfa - Good	Flood	32.88
2005	Alfalfa - Good	Flood	32.88
2006	Alfalfa - Good	Flood	32.88
2007	Alfalfa - Good	Flood	32.88
2008	Alfalfa - Good	Flood	32.88
2009	Alfalfa - Good	Flood	32.88
2010	Alfalfa - Good	Flood	32.88
2011	Alfalfa - Above Average	Flood	32.88
2012	Alfalfa - Above Average	Flood	32.88
2013	Alfalfa - Above Average	Flood	32.88
2014	Alfalfa - Above Average	Flood	32.88

Field 34			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Average	Flood	46.02
1970	Pasture - Average	Flood	46.02
1971	Pasture - Below Average	Flood	46.02
1972	Pasture - Below Average	Flood	46.02
1973	Pasture - Below Average	Flood	46.02
1974	Pasture - Below Average	Flood	46.02
1975	Pasture - Below Average	Flood	46.02
1976	Pasture - Below Average	Flood	46.02
1977	Pasture - Below Average	Flood	46.02
1978	Pasture - Below Average	Flood	46.02
1979	Pasture - Below Average	Flood	46.02
1980	Pasture - Average	Flood	46.02
1981	Pasture - Average	Flood	46.02
1982	Pasture - Average	Flood	46.02
1983	Pasture - Average	Flood	46.02
1984	Pasture - Average	Flood	46.02
1985	Pasture - Average	Flood	46.02
1986	Pasture - Average	Flood	46.02
1987	Pasture - Above Average	Flood	46.02
1988	Pasture - Above Average	Flood	46.02
1989	Pasture - Above Average	Flood	46.02
1990	Pasture - Above Average	Flood	46.02
1991	Pasture - Above Average	Flood	46.02

Field 34			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	46.02
1993	Pasture - Above Average	Flood	46.02
1994	Pasture - Above Average	Flood	46.02
1995	Pasture - Above Average	Flood	46.02
1996	Pasture - Above Average	Flood	46.02
1997	Pasture - Above Average	Flood	46.02
1998	Pasture - Above Average	Flood	46.02
1999	Pasture - Above Average	Flood	46.02
2000	Pasture - Above Average	Flood	46.02
2001	Pasture - Above Average	Flood	46.02
2002	Pasture - Average	Flood	46.02
2003	Pasture - Average	Flood	46.02
2004	Pasture - Average	Flood	46.02
2005	Pasture - Average	Flood	46.02
2006	Pasture - Above Average	Flood	46.02
2007	Pasture - Above Average	Flood	46.02
2008	Pasture - Above Average	Flood	46.02
2009	Pasture - Above Average	Flood	46.02
2010	Pasture - Above Average	Flood	46.02
2011	Pasture - Above Average	Flood	46.02
2012	Pasture - Above Average	Flood	46.02
2013	Pasture - Above Average	Flood	46.02
2014	Pasture - Above Average	Flood	46.02

Field 48			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Good	Flood	11.33
1970	Pasture - Good	Flood	11.33
1971	Pasture - Good	Flood	11.33
1972	Pasture - Good	Flood	11.33
1973	Pasture - Good	Flood	11.33
1974	Pasture - Good	Flood	11.33
1975	Pasture - Good	Flood	11.33
1976	Pasture - Good	Flood	11.33
1977	Pasture - Good	Flood	11.33
1978	Pasture - Good	Flood	11.33
1979	Pasture - Good	Flood	11.33
1980	Pasture - Average	Flood	11.33
1981	Pasture - Average	Flood	11.33
1982	Pasture - Average	Flood	11.33
1983	Pasture - Average	Flood	11.33
1984	Pasture - Average	Flood	11.33
1985	Pasture - Average	Flood	11.33
1986	Pasture - Average	Flood	11.33
1987	Pasture - Good	Flood	11.33
1988	Pasture - Good	Flood	11.33
1989	Pasture - Good	Flood	11.33
1990	Pasture - Good	Flood	11.33
1991	Pasture - Good	Flood	11.33

Field 48			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	11.33
1993	Pasture - Good	Flood	11.33
1994	Pasture - Good	Flood	11.33
1995	Pasture - Good	Flood	11.33
1996	Pasture - Good	Flood	11.33
1997	Pasture - Good	Flood	11.33
1998	Pasture - Good	Flood	11.33
1999	Pasture - Good	Flood	11.33
2000	Pasture - Good	Flood	11.33
2001	Pasture - Good	Flood	11.33
2002	Pasture - Average	Flood	11.33
2003	Pasture - Average	Flood	11.33
2004	Pasture - Average	Flood	11.33
2005	Pasture - Average	Flood	11.33
2006	Pasture - Above Average	Flood	11.33
2007	Pasture - Above Average	Flood	11.33
2008	Pasture - Good	Flood	11.33
2009	Pasture - Good	Flood	11.33
2010	Pasture - Good	Flood	11.33
2011	Pasture - Good	Flood	11.33
2012	Pasture - Good	Flood	11.33
2013	Pasture - Above Average	Flood	11.33
2014	Pasture - Above Average	Flood	11.33

Field 49			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	7.62
1970	Pasture - Below Average	Flood	7.62
1971	Pasture - Below Average	Flood	7.62
1972	Pasture - Below Average	Flood	7.62
1973	Pasture - Below Average	Flood	7.62
1974	Pasture - Below Average	Flood	7.62
1975	Pasture - Below Average	Flood	7.62
1976	Pasture - Below Average	Flood	7.62
1977	Pasture - Below Average	Flood	7.62
1978	Pasture - Below Average	Flood	7.62
1979	Pasture - Below Average	Flood	7.62
1980	Pasture - Below Average	Flood	7.62
1981	Pasture - Below Average	Flood	7.62
1982	Pasture - Below Average	Flood	7.62
1983	Pasture - Below Average	Flood	7.62
1984	Pasture - Below Average	Flood	7.62
1985	Pasture - Below Average	Flood	7.62
1986	Pasture - Below Average	Flood	7.62
1987	Pasture - Good	Flood	7.62
1988	Pasture - Good	Flood	7.62
1989	Pasture - Good	Flood	7.62
1990	Pasture - Good	Flood	7.62
1991	Pasture - Good	Flood	7.62

Field 49			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	7.62
1993	Pasture - Good	Flood	7.62
1994	Pasture - Above Average	Flood	7.62
1995	Pasture - Above Average	Flood	7.62
1996	Pasture - Above Average	Flood	7.62
1997	Pasture - Above Average	Flood	7.62
1998	Pasture - Above Average	Flood	7.62
1999	Pasture - Above Average	Flood	7.62
2000	Pasture - Above Average	Flood	7.62
2001	Pasture - Above Average	Flood	7.62
2002	Pasture - Average	Flood	7.62
2003	Pasture - Average	Flood	7.62
2004	Pasture - Average	Flood	7.62
2005	Pasture - Average	Flood	7.62
2006	Pasture - Above Average	Flood	7.62
2007	Pasture - Above Average	Flood	7.62
2008	Pasture - Average	Flood	7.62
2009	Pasture - Average	Flood	7.62
2010	Pasture - Average	Flood	7.62
2011	Pasture - Average	Flood	7.62
2012	Pasture - Average	Flood	7.62
2013	Pasture - Average	Flood	7.62
2014	Pasture - Average	Flood	7.62

Field 74			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	21.27
1970	Pasture - Below Average	Flood	21.27
1971	Pasture - Below Average	Flood	21.27
1972	Pasture - Below Average	Flood	21.27
1973	Pasture - Below Average	Flood	21.27
1974	Pasture - Below Average	Flood	21.27
1975	Pasture - Below Average	Flood	21.27
1976	Pasture - Below Average	Flood	21.27
1977	Pasture - Below Average	Flood	21.27
1978	Pasture - Below Average	Flood	21.27
1979	Pasture - Below Average	Flood	21.27
1980	Pasture - Average	Flood	21.27
1981	Pasture - Average	Flood	21.27
1982	Pasture - Average	Flood	21.27
1983	Pasture - Average	Flood	21.27
1984	Pasture - Average	Flood	21.27
1985	Pasture - Average	Flood	21.27
1986	Pasture - Average	Flood	21.27
1987	Pasture - Below Average	Flood	21.27
1988	Pasture - Below Average	Flood	21.27
1989	Pasture - Below Average	Flood	21.27
1990	Pasture - Below Average	Flood	21.27
1991	Pasture - Below Average	Flood	21.27

Field 74			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Below Average	Flood	21.27
1993	Pasture - Below Average	Flood	21.27
1994	Pasture - Above Average	Flood	21.27
1995	Pasture - Above Average	Flood	21.27
1996	Pasture - Above Average	Flood	21.27
1997	Pasture - Above Average	Flood	21.27
1998	Pasture - Above Average	Flood	21.27
1999	Pasture - Above Average	Flood	21.27
2000	Pasture - Above Average	Flood	21.27
2001	Pasture - Above Average	Flood	21.27
2002	Pasture - Average	Flood	21.27
2003	Pasture - Average	Flood	21.27
2004	Pasture - Average	Flood	21.27
2005	Pasture - Average	Flood	21.27
2006	Pasture - Good	Flood	21.27
2007	Pasture - Good	Flood	21.27
2008	Pasture - Above Average	Flood	21.27
2009	Pasture - Above Average	Flood	21.27
2010	Pasture - Above Average	Flood	21.27
2011	Pasture - Average	Flood	21.27
2012	Pasture - Average	Flood	21.27
2013	Pasture - Average	Flood	21.27
2014	Pasture - Average	Flood	21.27

Field 100			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Good	Flood	18.90
1970	Pasture - Good	Flood	18.90
1971	Pasture - Above Average	Flood	18.90
1972	Pasture - Above Average	Flood	18.90
1973	Pasture - Above Average	Flood	18.90
1974	Pasture - Above Average	Flood	18.90
1975	Pasture - Above Average	Flood	18.90
1976	Pasture - Above Average	Flood	18.90
1977	Pasture - Above Average	Flood	18.90
1978	Pasture - Above Average	Flood	18.90
1979	Pasture - Above Average	Flood	18.90
1980	Pasture - Good	Flood	18.90
1981	Pasture - Good	Flood	18.90
1982	Pasture - Good	Flood	18.90
1983	Pasture - Good	Flood	18.90
1984	Pasture - Good	Flood	18.90
1985	Pasture - Good	Flood	18.90
1986	Pasture - Good	Flood	18.90
1987	Pasture - Good	Flood	18.90
1988	Pasture - Good	Flood	18.90
1989	Pasture - Good	Flood	18.90
1990	Pasture - Good	Flood	18.90
1991	Pasture - Good	Flood	18.90

Field 100			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	18.90
1993	Pasture - Good	Flood	18.90
1994	Pasture - Good	Flood	18.90
1995	Pasture - Good	Flood	18.90
1996	Pasture - Good	Flood	18.90
1997	Pasture - Good	Flood	18.90
1998	Pasture - Good	Flood	18.90
1999	Pasture - Good	Flood	18.90
2000	Pasture - Good	Flood	18.90
2001	Pasture - Good	Flood	18.90
2002	Pasture - Above Average	Flood	18.90
2003	Pasture - Above Average	Flood	18.90
2004	Pasture - Above Average	Flood	18.90
2005	Pasture - Above Average	Flood	18.90
2006	Pasture - Good	Flood	18.90
2007	Pasture - Good	Flood	18.90
2008	Pasture - Good	Flood	18.90
2009	Pasture - Good	Flood	18.90
2010	Pasture - Good	Flood	18.90
2011	Pasture - Above Average	Flood	18.90
2012	Pasture - Above Average	Flood	18.90
2013	Pasture - Average	Flood	18.90
2014	Pasture - Average	Flood	18.90

Field 104			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	13.10
1970	Alfalfa - Good	Flood	13.10
1971	Alfalfa - Good	Flood	13.10
1972	Alfalfa - Good	Flood	13.10
1973	Alfalfa - Good	Flood	13.10
1974	Alfalfa - Good	Flood	13.10
1975	Alfalfa - Good	Flood	13.10
1976	Alfalfa - Good	Flood	13.10
1977	Alfalfa - Good	Flood	13.10
1978	Alfalfa - Good	Flood	13.10
1979	Alfalfa - Good	Flood	13.10
1980	Alfalfa - Good	Flood	13.10
1981	Alfalfa - Good	Flood	13.10
1982	Alfalfa - Good	Flood	13.10
1983	Alfalfa - Good	Flood	13.10
1984	Alfalfa - Good	Flood	13.10
1985	Alfalfa - Good	Flood	13.10
1986	Alfalfa - Good	Flood	13.10
1987	Alfalfa - Good	Flood	13.10
1988	Alfalfa - Good	Flood	13.10
1989	Alfalfa - Good	Flood	13.10
1990	Alfalfa - Good	Flood	13.10
1991	Alfalfa - Good	Flood	13.10

Field 104			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Good	Flood	13.10
1993	Alfalfa - Good	Flood	13.10
1994	Alfalfa - Above Average	Flood	13.10
1995	Alfalfa - Above Average	Flood	13.10
1996	Alfalfa - Above Average	Flood	13.10
1997	Alfalfa - Above Average	Flood	13.10
1998	Alfalfa - Above Average	Flood	13.10
1999	Alfalfa - Above Average	Flood	13.10
2000	Alfalfa - Above Average	Flood	13.10
2001	Alfalfa - Above Average	Flood	13.10
2002	Alfalfa - Good	Flood	13.10
2003	Alfalfa - Good	Flood	13.10
2004	Alfalfa - Good	Flood	13.10
2005	Alfalfa - Good	Flood	13.10
2006	Alfalfa - Good	Flood	13.10
2007	Alfalfa - Good	Flood	13.10
2008	Alfalfa - Good	Flood	13.10
2009	Alfalfa - Good	Flood	13.10
2010	Alfalfa - Good	Flood	13.10
2011	Alfalfa - Good	Flood	13.10
2012	Alfalfa - Good	Flood	13.10
2013	Alfalfa - Good	Flood	13.10
2014	Alfalfa - Good	Flood	13.10

Field 105			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	12.92
1970	Pasture - Below Average	Flood	12.92
1971	Pasture - Below Average	Flood	12.92
1972	Pasture - Below Average	Flood	12.92
1973	Pasture - Below Average	Flood	12.92
1974	Pasture - Below Average	Flood	12.92
1975	Pasture - Below Average	Flood	12.92
1976	Pasture - Below Average	Flood	12.92
1977	Pasture - Below Average	Flood	12.92
1978	Pasture - Below Average	Flood	12.92
1979	Pasture - Below Average	Flood	12.92
1980	Pasture - Below Average	Flood	12.92
1981	Pasture - Below Average	Flood	12.92
1982	Pasture - Below Average	Flood	12.92
1983	Pasture - Below Average	Flood	12.92
1984	Pasture - Below Average	Flood	12.92
1985	Pasture - Below Average	Flood	12.92
1986	Pasture - Below Average	Flood	12.92
1987	Pasture - Average	Flood	12.92
1988	Pasture - Average	Flood	12.92
1989	Pasture - Average	Flood	12.92
1990	Pasture - Average	Flood	12.92
1991	Pasture - Average	Flood	12.92

Field 105			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Average	Flood	12.92
1993	Pasture - Average	Flood	12.92
1994	Pasture - Average	Flood	12.92
1995	Pasture - Average	Flood	12.92
1996	Pasture - Average	Flood	12.92
1997	Pasture - Average	Flood	12.92
1998	Pasture - Average	Flood	12.92
1999	Pasture - Average	Flood	12.92
2000	Pasture - Average	Flood	12.92
2001	Pasture - Average	Flood	12.92
2002	Pasture - Average	Flood	12.92
2003	Pasture - Average	Flood	12.92
2004	Pasture - Average	Flood	12.92
2005	Pasture - Average	Flood	12.92
2006	Pasture - Above Average	Flood	12.92
2007	Pasture - Above Average	Flood	12.92
2008	Pasture - Above Average	Flood	12.92
2009	Pasture - Above Average	Flood	12.92
2010	Pasture - Above Average	Flood	12.92
2011	Pasture - Average	Flood	12.92
2012	Pasture - Average	Flood	12.92
2013	Pasture - Average	Flood	12.92
2014	Pasture - Average	Flood	12.92

Field 106			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	13.45
1970	Alfalfa - Good	Flood	13.45
1971	Alfalfa - Good	Flood	13.45
1972	Alfalfa - Good	Flood	13.45
1973	Alfalfa - Good	Flood	13.45
1974	Alfalfa - Good	Flood	13.45
1975	Alfalfa - Good	Flood	13.45
1976	Alfalfa - Good	Flood	13.45
1977	Alfalfa - Good	Flood	13.45
1978	Alfalfa - Good	Flood	13.45
1979	Alfalfa - Good	Flood	13.45
1980	Alfalfa - Good	Flood	13.45
1981	Alfalfa - Good	Flood	13.45
1982	Alfalfa - Good	Flood	13.45
1983	Alfalfa - Good	Flood	13.45
1984	Alfalfa - Good	Flood	13.45
1985	Alfalfa - Good	Flood	13.45
1986	Alfalfa - Good	Flood	13.45
1987	Alfalfa - Good	Flood	13.45
1988	Alfalfa - Good	Flood	13.45
1989	Alfalfa - Good	Flood	13.45
1990	Alfalfa - Good	Flood	13.45
1991	Alfalfa - Good	Flood	13.45

Field 106			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Good	Flood	13.45
1993	Alfalfa - Good	Flood	13.45
1994	Alfalfa - Above Average	Flood	13.45
1995	Alfalfa - Above Average	Flood	13.45
1996	Alfalfa - Above Average	Flood	13.45
1997	Alfalfa - Above Average	Flood	13.45
1998	Alfalfa - Above Average	Flood	13.45
1999	Alfalfa - Above Average	Flood	13.45
2000	Alfalfa - Above Average	Flood	13.45
2001	Alfalfa - Above Average	Flood	13.45
2002	Alfalfa - Good	Flood	13.45
2003	Alfalfa - Good	Flood	13.45
2004	Alfalfa - Good	Flood	13.45
2005	Alfalfa - Good	Flood	13.45
2006	Alfalfa - Good	Flood	13.45
2007	Alfalfa - Good	Flood	13.45
2008	Alfalfa - Good	Flood	13.45
2009	Alfalfa - Good	Flood	13.45
2010	Alfalfa - Good	Flood	13.45
2011	Alfalfa - Good	Flood	13.45
2012	Alfalfa - Good	Flood	13.45
2013	Alfalfa - Good	Flood	13.45
2014	Alfalfa - Good	Flood	13.45

Field 107			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	16.77
1970	Alfalfa - Good	Flood	16.77
1971	Alfalfa - Good	Flood	16.77
1972	Alfalfa - Good	Flood	16.77
1973	Alfalfa - Good	Flood	16.77
1974	Alfalfa - Good	Flood	16.77
1975	Alfalfa - Good	Flood	16.77
1976	Alfalfa - Good	Flood	16.77
1977	Alfalfa - Good	Flood	16.77
1978	Alfalfa - Good	Flood	16.77
1979	Alfalfa - Good	Flood	16.77
1980	Alfalfa - Good	Flood	16.77
1981	Alfalfa - Good	Flood	16.77
1982	Alfalfa - Good	Flood	16.77
1983	Alfalfa - Good	Flood	16.77
1984	Alfalfa - Good	Flood	16.77
1985	Alfalfa - Good	Flood	16.77
1986	Alfalfa - Good	Flood	16.77
1987	Alfalfa - Above Average	Flood	16.77
1988	Alfalfa - Above Average	Flood	16.77
1989	Alfalfa - Above Average	Flood	16.77
1990	Alfalfa - Above Average	Flood	16.77
1991	Alfalfa - Above Average	Flood	16.77

Field 107			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	16.77
1993	Alfalfa - Above Average	Flood	16.77
1994	Alfalfa - Good	Flood	16.77
1995	Alfalfa - Good	Flood	16.77
1996	Alfalfa - Good	Flood	16.77
1997	Alfalfa - Good	Flood	16.77
1998	Alfalfa - Good	Flood	16.77
1999	Alfalfa - Good	Flood	16.77
2000	Alfalfa - Good	Flood	16.77
2001	Alfalfa - Good	Flood	16.77
2002	Alfalfa - Good	Flood	16.77
2003	Alfalfa - Good	Flood	16.77
2004	Alfalfa - Good	Flood	16.77
2005	Alfalfa - Good	Flood	16.77
2006	Alfalfa - Good	Flood	16.77
2007	Alfalfa - Good	Flood	16.77
2008	Alfalfa - Good	Flood	16.77
2009	Alfalfa - Good	Flood	16.77
2010	Alfalfa - Good	Flood	16.77
2011	Alfalfa - Average	Flood	16.77
2012	Alfalfa - Average	Flood	16.77
2013	Alfalfa - Above Average	Flood	16.77
2014	Alfalfa - Above Average	Flood	16.77

Field 109			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Above Average	Flood	11.90
1970	Pasture - Above Average	Flood	11.90
1971	Pasture - Good	Flood	11.90
1972	Pasture - Good	Flood	11.90
1973	Pasture - Good	Flood	11.90
1974	Pasture - Good	Flood	11.90
1975	Pasture - Good	Flood	11.90
1976	Pasture - Good	Flood	11.90
1977	Pasture - Good	Flood	11.90
1978	Pasture - Good	Flood	11.90
1979	Pasture - Good	Flood	11.90
1980	Pasture - Good	Flood	11.90
1981	Pasture - Good	Flood	11.90
1982	Pasture - Good	Flood	11.90
1983	Pasture - Good	Flood	11.90
1984	Pasture - Good	Flood	11.90
1985	Pasture - Good	Flood	11.90
1986	Pasture - Good	Flood	11.90
1987	Pasture - Above Average	Flood	11.90
1988	Pasture - Above Average	Flood	11.90
1989	Pasture - Above Average	Flood	11.90
1990	Pasture - Above Average	Flood	11.90
1991	Pasture - Above Average	Flood	11.90

Field 109			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	11.90
1993	Pasture - Above Average	Flood	11.90
1994	Pasture - Above Average	Flood	11.90
1995	Pasture - Above Average	Flood	11.90
1996	Pasture - Above Average	Flood	11.90
1997	Pasture - Above Average	Flood	11.90
1998	Pasture - Above Average	Flood	11.90
1999	Pasture - Above Average	Flood	11.90
2000	Pasture - Above Average	Flood	11.90
2001	Pasture - Above Average	Flood	11.90
2002	Pasture - Good	Flood	11.90
2003	Pasture - Good	Flood	11.90
2004	Pasture - Good	Flood	11.90
2005	Pasture - Good	Flood	11.90
2006	Pasture - Good	Flood	11.90
2007	Pasture - Good	Flood	11.90
2008	Pasture - Good	Flood	11.90
2009	Pasture - Good	Flood	11.90
2010	Pasture - Good	Flood	11.90
2011	Pasture - Good	Flood	11.90
2012	Pasture - Good	Flood	11.90
2013	Pasture - Above Average	Flood	11.90
2014	Pasture - Above Average	Flood	11.90

Historical Cropping Records

Owner No. 18

Fields 501,1901

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 501			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	20.53
1970	Alfalfa - Average	Flood	20.53
1971	Alfalfa - Good	Flood	20.53
1972	Alfalfa - Good	Flood	20.53
1973	Alfalfa - Good	Flood	20.53
1974	Alfalfa - Good	Flood	20.53
1975	Alfalfa - Good	Flood	20.53
1976	Alfalfa - Good	Flood	20.53
1977	Alfalfa - Good	Flood	20.53
1978	Alfalfa - Good	Flood	20.53
1979	Alfalfa - Good	Flood	20.53
1980	Alfalfa - Average	Flood	20.53
1981	Alfalfa - Average	Flood	20.53
1982	Alfalfa - Average	Flood	20.53
1983	Alfalfa - Average	Flood	20.53
1984	Alfalfa - Average	Flood	20.53
1985	Alfalfa - Average	Flood	20.53
1986	Alfalfa - Average	Flood	20.53
1987	Alfalfa - Average	Flood	20.53
1988	Alfalfa - Average	Flood	20.53
1989	Alfalfa - Average	Flood	20.53
1990	Alfalfa - Average	Flood	20.53
1991	Alfalfa - Average	Flood	20.53

Field 501			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Average	Flood	20.53
1993	Alfalfa - Average	Flood	20.53
1994	Alfalfa - Good	Flood	20.53
1995	Alfalfa - Good	Flood	20.53
1996	Alfalfa - Good	Flood	20.53
1997	Alfalfa - Good	Flood	20.53
1998	Alfalfa - Good	Flood	20.53
1999	Alfalfa - Good	Flood	20.53
2000	Alfalfa - Good	Flood	20.53
2001	Alfalfa - Good	Flood	20.53
2002	Alfalfa - Good	Flood	20.53
2003	Alfalfa - Good	Flood	20.53
2004	Alfalfa - Good	Flood	20.53
2005	Alfalfa - Good	Flood	20.53
2006	Alfalfa - Above Average	Flood	20.53
2007	Alfalfa - Above Average	Flood	20.53
2008	Alfalfa - Good	Flood	20.53
2009	Alfalfa - Good	Flood	20.53
2010	Alfalfa - Good	Flood	20.53
2011	Alfalfa - Above Average	Flood	20.53
2012	Alfalfa - Above Average	Flood	20.53
2013	Alfalfa - Good	Flood	20.53
2014	Alfalfa - Good	Flood	20.53

Field 1901			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	2.34
1970	Pasture - Below Average	Flood	2.34
1971	Pasture - Good	Flood	2.34
1972	Pasture - Good	Flood	2.34
1973	Pasture - Good	Flood	2.34
1974	Pasture - Good	Flood	2.34
1975	Pasture - Good	Flood	2.34
1976	Pasture - Good	Flood	2.34
1977	Pasture - Good	Flood	2.34
1978	Pasture - Good	Flood	2.34
1979	Pasture - Good	Flood	2.34
1980	Pasture - Good	Flood	2.34
1981	Pasture - Good	Flood	2.34
1982	Pasture - Good	Flood	2.34
1983	Pasture - Good	Flood	2.34
1984	Pasture - Good	Flood	2.34
1985	Pasture - Good	Flood	2.34
1986	Pasture - Good	Flood	2.34
1987	Pasture - Good	Flood	2.34
1988	Pasture - Good	Flood	2.34
1989	Pasture - Good	Flood	2.34
1990	Pasture - Good	Flood	2.34
1991	Pasture - Good	Flood	2.34

Field 1901			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	2.34
1993	Pasture - Good	Flood	2.34
1994	Pasture - Average	Flood	2.34
1995	Pasture - Average	Flood	2.34
1996	Pasture - Average	Flood	2.34
1997	Pasture - Average	Flood	2.34
1998	Pasture - Average	Flood	2.34
1999	Pasture - Average	Flood	2.34
2000	Pasture - Average	Flood	2.34
2001	Pasture - Average	Flood	2.34
2002	Pasture - Poor	Flood	2.34
2003	Pasture - Poor	Flood	2.34
2004	Pasture - Poor	Flood	2.34
2005	Pasture - Poor	Flood	2.34
2006	Pasture - Poor	Flood	2.34
2007	Pasture - Poor	Flood	2.34
2008	Pasture - Below Average	Flood	2.34
2009	Pasture - Below Average	Flood	2.34
2010	Pasture - Below Average	Flood	2.34
2011	Pasture - Below Average	Flood	2.34
2012	Pasture - Below Average	Flood	2.34
2013	Pasture - Below Average	Flood	2.34
2014	Pasture - Below Average	Flood	2.34

SINCE 1948
DAVIS ENGINEERING SERVICE, INC.

Historical Cropping Records

Owner No. 2

Fields 61, 64, 65, 69, 92, 135

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 61			
Year	Crop	System	Area (acres)
1969	Pasture - Poor	Flood	60.24
1970	Pasture - Poor	Flood	60.24
1971	Pasture - Poor	Flood	60.24
1972	Pasture - Poor	Flood	60.24
1973	Pasture - Poor	Flood	60.24
1974	Pasture - Poor	Flood	60.24
1975	Pasture - Poor	Flood	60.24
1976	Pasture - Poor	Flood	60.24
1977	Pasture - Poor	Flood	60.24
1978	Pasture - Poor	Flood	60.24
1979	Pasture - Poor	Flood	60.24
1980	Pasture - Poor	Flood	60.24
1981	Pasture - Poor	Flood	60.24
1982	Pasture - Poor	Flood	60.24
1983	Pasture - Poor	Flood	60.24
1984	Pasture - Poor	Flood	60.24
1985	Pasture - Poor	Flood	60.24
1986	Pasture - Poor	Flood	60.24
1987	Pasture - Poor	Flood	60.24
1988	Pasture - Poor	Flood	60.24
1989	Pasture - Poor	Flood	60.24
1990	Pasture - Poor	Flood	60.24
1991	Pasture - Poor	Flood	60.24

Field 61			
Year	Crop	System	Area (acres)
1992	Pasture - Poor	Flood	60.24
1993	Pasture - Poor	Flood	60.24
1994	Pasture - Poor	Flood	60.24
1995	Pasture - Poor	Flood	60.24
1996	Pasture - Poor	Flood	60.24
1997	Pasture - Poor	Flood	60.24
1998	Pasture - Poor	Flood	60.24
1999	Pasture - Poor	Flood	60.24
2000	Pasture - Poor	Flood	60.24
2001	Pasture - Poor	Flood	60.24
2002	Pasture - Poor	Flood	60.24
2003	Pasture - Poor	Flood	60.24
2004	Pasture - Poor	Flood	60.24
2005	Pasture - Poor	Flood	60.24
2006	Pasture - Poor	Flood	60.24
2007	Pasture - Poor	Flood	60.24
2008	Pasture - Poor	Flood	60.24
2009	Pasture - Poor	Flood	60.24
2010	Pasture - Poor	Flood	60.24
2011	Pasture - Poor	Flood	60.24
2012	Pasture - Poor	Flood	60.24
2013	Pasture - Poor	Flood	60.24
2014	Pasture - Poor	Flood	60.24

Field 64			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	3.99
1970	Pasture - Average	Flood	3.99
1971	Pasture - Average	Flood	3.99
1972	Pasture - Average	Flood	3.99
1973	Pasture - Average	Flood	3.99
1974	Pasture - Average	Flood	3.99
1975	Pasture - Average	Flood	3.99
1976	Pasture - Average	Flood	3.99
1977	Pasture - Average	Flood	3.99
1978	Pasture - Average	Flood	3.99
1979	Pasture - Average	Flood	3.99
1980	Pasture - Average	Flood	3.99
1981	Pasture - Average	Flood	3.99
1982	Pasture - Average	Flood	3.99
1983	Pasture - Average	Flood	3.99
1984	Pasture - Average	Flood	3.99
1985	Pasture - Average	Flood	3.99
1986	Pasture - Average	Flood	3.99
1987	Pasture - Above Average	Flood	3.99
1988	Pasture - Above Average	Flood	3.99
1989	Pasture - Above Average	Flood	3.99
1990	Pasture - Above Average	Flood	3.99
1991	Pasture - Above Average	Flood	3.99

Field 64			
Year	Crop	System	Area (acres)
1992	Pasture - Above Average	Flood	3.99
1993	Pasture - Above Average	Flood	3.99
1994	Pasture - Average	Flood	3.99
1995	Pasture - Average	Flood	3.99
1996	Pasture - Average	Flood	3.99
1997	Pasture - Average	Flood	3.99
1998	Pasture - Average	Flood	3.99
1999	Pasture - Average	Flood	3.99
2000	Pasture - Average	Flood	3.99
2001	Pasture - Average	Flood	3.99
2002	Pasture - Above Average	Flood	3.99
2003	Pasture - Above Average	Flood	3.99
2004	Pasture - Above Average	Flood	3.99
2005	Pasture - Above Average	Flood	3.99
2006	Pasture - Average	Flood	3.99
2007	Pasture - Average	Flood	3.99
2008	Pasture - Average	Flood	3.99
2009	Pasture - Average	Flood	3.99
2010	Pasture - Average	Flood	3.99
2011	Pasture - Below Average	Flood	3.99
2012	Pasture - Below Average	Flood	3.99
2013	Pasture - Average	Flood	3.99
2014	Pasture - Average	Flood	3.99

Field 65			
Year	Crop	System	Area (acres)
1969	Pasture - Poor	Flood	12.54
1970	Pasture - Poor	Flood	12.54
1971	Pasture - Poor	Flood	12.54
1972	Pasture - Poor	Flood	12.54
1973	Pasture - Poor	Flood	12.54
1974	Pasture - Poor	Flood	12.54
1975	Pasture - Poor	Flood	12.54
1976	Pasture - Poor	Flood	12.54
1977	Pasture - Poor	Flood	12.54
1978	Pasture - Poor	Flood	12.54
1979	Pasture - Poor	Flood	12.54
1980	Pasture - Poor	Flood	12.54
1981	Pasture - Poor	Flood	12.54
1982	Pasture - Poor	Flood	12.54
1983	Pasture - Poor	Flood	12.54
1984	Pasture - Poor	Flood	12.54
1985	Pasture - Poor	Flood	12.54
1986	Pasture - Poor	Flood	12.54
1987	Pasture - Poor	Flood	12.54
1988	Pasture - Poor	Flood	12.54
1989	Pasture - Poor	Flood	12.54
1990	Pasture - Poor	Flood	12.54
1991	Pasture - Poor	Flood	12.54

Field 65			
Year	Crop	System	Area (acres)
1992	Pasture - Poor	Flood	12.54
1993	Pasture - Poor	Flood	12.54
1994	Pasture - Poor	Flood	12.54
1995	Pasture - Poor	Flood	12.54
1996	Pasture - Poor	Flood	12.54
1997	Pasture - Poor	Flood	12.54
1998	Pasture - Poor	Flood	12.54
1999	Pasture - Poor	Flood	12.54
2000	Pasture - Poor	Flood	12.54
2001	Pasture - Poor	Flood	12.54
2002	Pasture - Below Average	Flood	12.54
2003	Pasture - Below Average	Flood	12.54
2004	Pasture - Below Average	Flood	12.54
2005	Pasture - Below Average	Flood	12.54
2006	Pasture - Poor	Flood	12.54
2007	Pasture - Poor	Flood	12.54
2008	Pasture - Poor	Flood	12.54
2009	Pasture - Poor	Flood	12.54
2010	Pasture - Poor	Flood	12.54
2011	Pasture - Poor	Flood	12.54
2012	Pasture - Poor	Flood	12.54
2013	Pasture - Poor	Flood	12.54
2014	Pasture - Poor	Flood	12.54

Field 69			
Year	Crop	System	Area (acres)
1969	Pasture - Below Average	Flood	12.14
1970	Pasture - Below Average	Flood	12.14
1971	Pasture - Below Average	Flood	12.14
1972	Pasture - Below Average	Flood	12.14
1973	Pasture - Below Average	Flood	12.14
1974	Pasture - Below Average	Flood	12.14
1975	Pasture - Below Average	Flood	12.14
1976	Pasture - Below Average	Flood	12.14
1977	Pasture - Below Average	Flood	12.14
1978	Pasture - Below Average	Flood	12.14
1979	Pasture - Below Average	Flood	12.14
1980	Pasture - Below Average	Flood	12.14
1981	Pasture - Below Average	Flood	12.14
1982	Pasture - Below Average	Flood	12.14
1983	Pasture - Below Average	Flood	12.14
1984	Pasture - Below Average	Flood	12.14
1985	Pasture - Below Average	Flood	12.14
1986	Pasture - Below Average	Flood	12.14
1987	Pasture - Average	Flood	12.14
1988	Pasture - Average	Flood	12.14
1989	Pasture - Average	Flood	12.14
1990	Pasture - Average	Flood	12.14
1991	Pasture - Average	Flood	12.14

Field 69			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	12.14
1993	Pasture - Average	Flood	12.14
1994	Pasture - Below Average	Flood	12.14
1995	Pasture - Below Average	Flood	12.14
1996	Pasture - Below Average	Flood	12.14
1997	Pasture - Below Average	Flood	12.14
1998	Pasture - Below Average	Flood	12.14
1999	Pasture - Below Average	Flood	12.14
2000	Pasture - Below Average	Flood	12.14
2001	Pasture - Below Average	Flood	12.14
2002	Pasture - Below Average	Flood	12.14
2003	Pasture - Below Average	Flood	12.14
2004	Pasture - Below Average	Flood	12.14
2005	Pasture - Below Average	Flood	12.14
2006	Pasture - Average	Flood	12.14
2007	Pasture - Average	Flood	12.14
2008	Pasture - Below Average	Flood	12.14
2009	Pasture - Below Average	Flood	12.14
2010	Pasture - Below Average	Flood	12.14
2011	Pasture - Below Average	Flood	12.14
2012	Pasture - Below Average	Flood	12.14
2013	Pasture - Below Average	Flood	12.14
2014	Pasture - Below Average	Flood	12.14

Field 92			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	34.68
1970	Pasture - Average	Flood	34.68
1971	Pasture - Poor	Flood	34.68
1972	Pasture - Poor	Flood	34.68
1973	Pasture - Poor	Flood	34.68
1974	Pasture - Poor	Flood	34.68
1975	Pasture - Poor	Flood	34.68
1976	Pasture - Poor	Flood	34.68
1977	Pasture - Poor	Flood	34.68
1978	Pasture - Poor	Flood	34.68
1979	Pasture - Poor	Flood	34.68
1980	Pasture - Average	Flood	34.68
1981	Pasture - Average	Flood	34.68
1982	Pasture - Average	Flood	34.68
1983	Pasture - Average	Flood	34.68
1984	Pasture - Average	Flood	34.68
1985	Pasture - Average	Flood	34.68
1986	Pasture - Average	Flood	34.68
1987	Pasture - Average	Flood	34.68
1988	Pasture - Average	Flood	34.68
1989	Pasture - Average	Flood	34.68
1990	Pasture - Average	Flood	34.68
1991	Pasture - Average	Flood	34.68

Field 92			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	34.68
1993	Pasture - Average	Flood	34.68
1994	Pasture - Average	Flood	34.68
1995	Pasture - Average	Flood	34.68
1996	Pasture - Average	Flood	34.68
1997	Pasture - Average	Flood	34.68
1998	Pasture - Average	Flood	34.68
1999	Pasture - Average	Flood	34.68
2000	Pasture - Average	Flood	34.68
2001	Pasture - Average	Flood	34.68
2002	Pasture - Below Average	Flood	34.68
2003	Pasture - Below Average	Flood	34.68
2004	Pasture - Below Average	Flood	34.68
2005	Pasture - Below Average	Flood	34.68
2006	Pasture - Below Average	Flood	34.68
2007	Pasture - Below Average	Flood	34.68
2008	Pasture - Below Average	Flood	34.68
2009	Pasture - Below Average	Flood	34.68
2010	Pasture - Below Average	Flood	34.68
2011	Pasture - Below Average	Flood	34.68
2012	Pasture - Below Average	Flood	34.68
2013	Pasture - Below Average	Flood	34.68
2014	Pasture - Below Average	Flood	34.68

Field 135			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	3.72
1970	Pasture - Average	Flood	3.72
1971	Pasture - Average	Flood	3.72
1972	Pasture - Average	Flood	3.72
1973	Pasture - Average	Flood	3.72
1974	Pasture - Average	Flood	3.72
1975	Pasture - Average	Flood	3.72
1976	Pasture - Average	Flood	3.72
1977	Pasture - Average	Flood	3.72
1978	Pasture - Average	Flood	3.72
1979	Pasture - Average	Flood	3.72
1980	Pasture - Average	Flood	3.72
1981	Pasture - Average	Flood	3.72
1982	Pasture - Average	Flood	3.72
1983	Pasture - Average	Flood	3.72
1984	Pasture - Average	Flood	3.72
1985	Pasture - Average	Flood	3.72
1986	Pasture - Average	Flood	3.72
1987	Pasture - Above Average	Flood	3.72
1988	Pasture - Above Average	Flood	3.72
1989	Pasture - Above Average	Flood	3.72
1990	Pasture - Above Average	Flood	3.72
1991	Pasture - Above Average	Flood	3.72

Field 135			
Year	Crop	System	Area (acres)
1992	Pasture - Above Average	Flood	3.72
1993	Pasture - Above Average	Flood	3.72
1994	Pasture - Average	Flood	3.72
1995	Pasture - Average	Flood	3.72
1996	Pasture - Average	Flood	3.72
1997	Pasture - Average	Flood	3.72
1998	Pasture - Average	Flood	3.72
1999	Pasture - Average	Flood	3.72
2000	Pasture - Average	Flood	3.72
2001	Pasture - Average	Flood	3.72
2002	Pasture - Above Average	Flood	3.72
2003	Pasture - Above Average	Flood	3.72
2004	Pasture - Above Average	Flood	3.72
2005	Pasture - Above Average	Flood	3.72
2006	Pasture - Average	Flood	3.72
2007	Pasture - Average	Flood	3.72
2008	Pasture - Average	Flood	3.72
2009	Pasture - Average	Flood	3.72
2010	Pasture - Average	Flood	3.72
2011	Pasture - Below Average	Flood	3.72
2012	Pasture - Below Average	Flood	3.72
2013	Pasture - Average	Flood	3.72
2014	Pasture - Average	Flood	3.72

Historical Cropping Records

Owner No. 13

Fields 35, 36, 66

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 35			
Year	Crop	System	Area (acres)
1969	Alfalfa - Average	Flood	22.00
1970	Alfalfa - Average	Flood	22.00
1971	Alfalfa - Above Average	Flood	22.00
1972	Alfalfa - Above Average	Flood	22.00
1973	Alfalfa - Above Average	Flood	22.00
1974	Alfalfa - Above Average	Flood	22.00
1975	Alfalfa - Above Average	Flood	22.00
1976	Alfalfa - Above Average	Flood	22.00
1977	Alfalfa - Above Average	Flood	22.00
1978	Alfalfa - Above Average	Flood	22.00
1979	Alfalfa - Above Average	Flood	22.00
1980	Alfalfa - Average	Flood	22.00
1981	Alfalfa - Average	Flood	22.00
1982	Alfalfa - Average	Flood	22.00
1983	Alfalfa - Average	Flood	22.00
1984	Alfalfa - Average	Flood	22.00
1985	Alfalfa - Average	Flood	22.00
1986	Alfalfa - Average	Flood	22.00
1987	Alfalfa - Above Average	Flood	22.00
1988	Alfalfa - Above Average	Flood	22.00
1989	Alfalfa - Above Average	Flood	22.00
1990	Alfalfa - Above Average	Flood	22.00
1991	Alfalfa - Above Average	Flood	22.00

Field 35			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	22.00
1993	Alfalfa - Above Average	Flood	22.00
1994	Alfalfa - Good	Flood	22.00
1995	Alfalfa - Good	Flood	22.00
1996	Alfalfa - Good	Flood	22.00
1997	Alfalfa - Good	Flood	22.00
1998	Alfalfa - Good	Flood	22.00
1999	Alfalfa - Good	Flood	22.00
2000	Alfalfa - Good	Flood	22.00
2001	Alfalfa - Good	Flood	22.00
2002	Alfalfa - Above Average	Flood	22.00
2003	Alfalfa - Above Average	Flood	22.00
2004	Alfalfa - Above Average	Flood	22.00
2005	Alfalfa - Above Average	Flood	22.00
2006	Alfalfa - Average	Flood	22.00
2007	Alfalfa - Average	Flood	22.00
2008	Alfalfa - Above Average	Flood	22.00
2009	Alfalfa - Above Average	Flood	22.00
2010	Alfalfa - Above Average	Flood	22.00
2011	Alfalfa - Average	Flood	22.00
2012	Alfalfa - Average	Flood	22.00
2013	Alfalfa - Above Average	Flood	22.00
2014	Alfalfa - Above Average	Flood	22.00

Field 36			
Year	Crop	System	Area (acres)
1969	Alfalfa - Above Average	Flood	4.61
1970	Alfalfa - Above Average	Flood	4.61
1971	Alfalfa - Average	Flood	4.61
1972	Alfalfa - Average	Flood	4.61
1973	Alfalfa - Average	Flood	4.61
1974	Alfalfa - Average	Flood	4.61
1975	Alfalfa - Average	Flood	4.61
1976	Alfalfa - Average	Flood	4.61
1977	Alfalfa - Average	Flood	4.61
1978	Alfalfa - Average	Flood	4.61
1979	Alfalfa - Average	Flood	4.61
1980	Alfalfa - Average	Flood	4.61
1981	Alfalfa - Average	Flood	4.61
1982	Alfalfa - Average	Flood	4.61
1983	Alfalfa - Average	Flood	4.61
1984	Alfalfa - Average	Flood	4.61
1985	Alfalfa - Average	Flood	4.61
1986	Alfalfa - Average	Flood	4.61
1987	Alfalfa - Above Average	Flood	4.61
1988	Alfalfa - Above Average	Flood	4.61
1989	Alfalfa - Above Average	Flood	4.61
1990	Alfalfa - Above Average	Flood	4.61
1991	Alfalfa - Above Average	Flood	4.61

Field 36			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	4.61
1993	Alfalfa - Above Average	Flood	4.61
1994	Alfalfa - Average	Flood	4.61
1995	Alfalfa - Average	Flood	4.61
1996	Alfalfa - Average	Flood	4.61
1997	Alfalfa - Average	Flood	4.61
1998	Alfalfa - Average	Flood	4.61
1999	Alfalfa - Average	Flood	4.61
2000	Alfalfa - Average	Flood	4.61
2001	Alfalfa - Average	Flood	4.61
2002	Alfalfa - Average	Flood	4.61
2003	Alfalfa - Average	Flood	4.61
2004	Alfalfa - Average	Flood	4.61
2005	Alfalfa - Average	Flood	4.61
2006	Alfalfa - Average	Flood	4.61
2007	Alfalfa - Average	Flood	4.61
2008	Alfalfa - Above Average	Flood	4.61
2009	Alfalfa - Above Average	Flood	4.61
2010	Alfalfa - Above Average	Flood	4.61
2011	Alfalfa - Average	Flood	4.61
2012	Alfalfa - Average	Flood	4.61
2013	Alfalfa - Above Average	Flood	4.61
2014	Alfalfa - Above Average	Flood	4.61

Field 66			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	16.56
1970	Pasture - Average	Flood	16.56
1971	Pasture - Average	Flood	16.56
1972	Pasture - Average	Flood	16.56
1973	Pasture - Average	Flood	16.56
1974	Pasture - Average	Flood	16.56
1975	Pasture - Average	Flood	16.56
1976	Pasture - Average	Flood	16.56
1977	Pasture - Average	Flood	16.56
1978	Pasture - Average	Flood	16.56
1979	Pasture - Average	Flood	16.56
1980	Pasture - Average	Flood	16.56
1981	Pasture - Average	Flood	16.56
1982	Pasture - Average	Flood	16.56
1983	Pasture - Average	Flood	16.56
1984	Pasture - Average	Flood	16.56
1985	Pasture - Average	Flood	16.56
1986	Pasture - Average	Flood	16.56
1987	Pasture - Average	Flood	16.56
1988	Pasture - Average	Flood	16.56
1989	Pasture - Average	Flood	16.56
1990	Pasture - Average	Flood	16.56
1991	Pasture - Average	Flood	16.56

Field 66			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	16.56
1993	Pasture - Average	Flood	16.56
1994	Pasture - Average	Flood	16.56
1995	Pasture - Average	Flood	16.56
1996	Pasture - Average	Flood	16.56
1997	Pasture - Average	Flood	16.56
1998	Pasture - Average	Flood	16.56
1999	Pasture - Average	Flood	16.56
2000	Pasture - Average	Flood	16.56
2001	Pasture - Average	Flood	16.56
2002	Pasture - Average	Flood	16.56
2003	Pasture - Average	Flood	16.56
2004	Pasture - Average	Flood	16.56
2005	Pasture - Average	Flood	16.56
2006	Pasture - Average	Flood	16.56
2007	Pasture - Average	Flood	16.56
2008	Pasture - Average	Flood	16.56
2009	Pasture - Average	Flood	16.56
2010	Pasture - Average	Flood	16.56
2011	Pasture - Average	Flood	16.56
2012	Pasture - Average	Flood	16.56
2013	Pasture - Above Average	Flood	16.56
2014	Pasture - Above Average	Flood	16.56

Attachment 6

StateCU IWR

Year	Alfalfa - Good	Pasture - Good	Small Grain	Potatoes	Alfalfa - Seedling	Alfalfa - Above Average
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	27.05	23.31	14.44	12.66	17.85	23.67
1970	28.14	23.95	19.90	15.67	19.25	24.62
1971	27.89	24.27	17.65	14.62	19.11	24.40
1972	31.55	29.07	18.13	15.89	21.13	27.61
1973	26.74	23.20	16.50	14.01	18.48	23.40
1974	30.76	27.12	17.53	14.26	19.41	26.92
1975	27.65	24.56	19.22	15.27	19.39	24.19
1976	28.64	25.02	16.91	14.29	19.09	25.06
1977	30.22	27.34	16.20	14.22	20.06	26.44
1978	29.89	27.43	16.51	14.96	21.57	26.15
1979	30.69	27.55	17.30	14.64	21.32	26.85
1980	31.65	27.81	21.32	16.82	22.76	27.69
1981	29.63	27.57	16.93	13.32	19.17	25.93
1982	27.28	23.70	18.19	14.60	19.24	23.87
1983	28.71	25.95	19.20	14.80	22.20	25.12
1984	30.37	26.00	17.82	14.91	19.59	26.57
1985	27.84	24.72	16.96	14.75	17.70	24.36
1986	26.42	23.23	15.17	13.23	17.40	23.12
1987	30.29	27.17	17.44	15.04	20.95	26.50
1988	30.96	27.92	17.95	15.09	21.29	27.09
1989	33.22	31.90	19.43	16.63	21.90	29.07
1990	28.76	26.17	16.45	13.99	19.14	25.17
1991	30.80	27.19	18.11	15.27	20.58	26.95
1992	29.22	27.08	15.78	12.21	18.36	25.57
1993	27.97	24.35	16.17	13.31	18.03	24.47
1994	31.11	27.31	17.96	15.42	20.55	27.22
1995	27.67	24.21	18.05	14.11	19.96	24.21
1996	32.61	28.33	18.97	15.94	20.03	28.53
1997	29.83	26.07	18.26	14.78	20.18	26.10
1998	31.48	27.86	19.74	16.15	20.97	27.55
1999	27.90	24.44	16.83	13.51	19.61	24.41
2000	33.98	31.64	19.42	16.61	22.10	29.73
2001	33.02	30.68	17.98	14.65	21.73	28.89
2002	34.93	32.87	21.45	18.36	22.25	30.56
2003	34.50	31.58	19.95	17.44	23.17	30.19
2004	31.25	28.21	18.32	15.71	20.43	27.34
2005	32.89	29.87	18.81	16.33	21.94	28.78
2006	29.91	27.15	17.69	14.11	17.62	26.17
2007	31.97	28.83	17.79	15.70	21.65	27.97
2008	31.53	28.07	18.02	15.53	21.42	27.59
2009	30.00	25.90	17.82	15.15	19.88	26.25
2010	34.96	31.81	19.92	17.39	23.47	30.59
2011	33.23	29.75	19.63	16.39	22.33	29.08
2012	28.70	25.69	16.95	14.16	19.29	25.11
2013	27.19	24.34	16.06	13.41	18.27	23.79
2014	31.72	28.40	18.74	15.65	21.32	27.76
Average	**30.28**	**27.10**	**17.95**	**15.02**	**20.29**	**26.49**

Year	Alfalfa - Average	Alfalfa - Below Average	Alfalfa - Poor	Pasture - Above Average	Pasture - Average	Pasture - Below Average
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	20.29	13.53	6.76	20.40	17.48	11.66
1970	21.11	14.07	7.04	20.96	17.96	11.98
1971	20.92	13.95	6.97	21.24	18.20	12.14
1972	23.66	15.78	7.89	25.44	21.80	14.54
1973	20.06	13.37	6.69	20.30	17.40	11.60
1974	23.07	15.38	7.69	23.73	20.34	13.56
1975	20.74	13.83	6.91	21.49	18.42	12.28
1976	21.48	14.32	7.16	21.89	18.77	12.51
1977	22.67	15.11	7.56	23.92	20.51	13.67
1978	22.42	14.95	7.47	24.00	20.57	13.72
1979	23.02	15.35	7.67	24.11	20.66	13.78
1980	23.74	15.83	7.91	24.33	20.86	13.91
1981	22.22	14.82	7.41	24.12	20.68	13.79
1982	20.46	13.64	6.82	20.74	17.78	11.85
1983	21.53	14.36	7.18	22.71	19.46	12.98
1984	22.78	15.19	7.59	22.75	19.50	13.00
1985	20.88	13.92	6.96	21.63	18.54	12.36
1986	19.82	13.21	6.61	20.33	17.42	11.62
1987	22.72	15.15	7.57	23.77	20.38	13.59
1988	23.22	15.48	7.74	24.43	20.94	13.96
1989	24.92	16.61	8.31	27.91	23.93	15.95
1990	21.57	14.38	7.19	22.90	19.63	13.09
1991	23.10	15.40	7.70	23.79	20.39	13.60
1992	21.92	14.61	7.31	23.70	20.31	13.54
1993	20.98	13.99	6.99	21.31	18.26	12.18
1994	23.33	15.56	7.78	23.90	20.48	13.66
1995	20.75	13.84	6.92	21.18	18.16	12.11
1996	24.46	16.31	8.15	24.79	21.25	14.17
1997	22.37	14.92	7.46	22.81	19.55	13.04
1998	23.61	15.74	7.87	24.38	20.90	13.93
1999	20.93	13.95	6.98	21.39	18.33	12.22
2000	25.49	16.99	8.50	27.69	23.73	15.82
2001	24.77	16.51	8.26	26.85	23.01	15.34
2002	26.20	17.47	8.73	28.76	24.65	16.44
2003	25.88	17.25	8.63	27.63	23.69	15.79
2004	23.44	15.63	7.81	24.68	21.16	14.11
2005	24.67	16.45	8.22	26.14	22.40	14.94
2006	22.43	14.96	7.48	23.76	20.36	13.58
2007	23.98	15.99	7.99	25.23	21.62	14.42
2008	23.65	15.77	7.88	24.56	21.05	14.04
2009	22.50	15.00	7.50	22.66	19.43	12.95
2010	26.22	17.48	8.74	27.83	23.86	15.91
2011	24.92	16.62	8.31	26.03	22.31	14.88
2012	21.53	14.35	7.18	22.48	19.27	12.85
2013	20.39	13.60	6.80	21.30	18.26	12.17
2014	23.79	15.86	7.93	24.85	21.30	14.20
Average	**22.71**	**15.14**	**7.57**	**23.71**	**20.32**	**13.55**

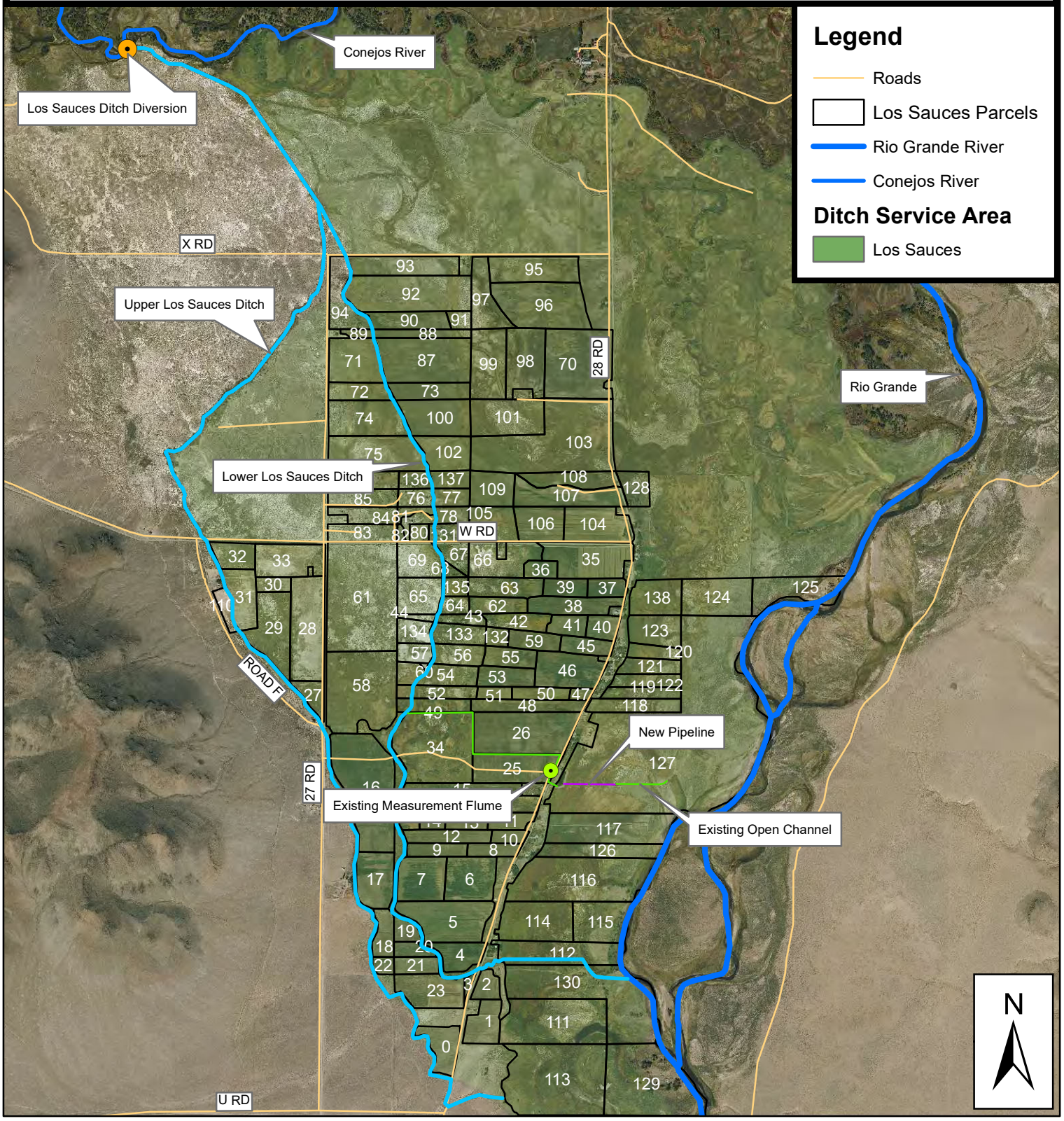
Year	Pasture - Poor	Wet Meadow - Good	Wet Meadow - Above Average	Wet Meadow - Average	Wet Meadow - Below Average	Wet Meadow - Poor
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	5.83	11.66	10.20	8.74	5.83	2.91
1970	5.99	11.98	10.48	8.98	5.99	2.99
1971	6.07	12.14	10.62	9.10	6.07	3.03
1972	7.27	14.54	12.72	10.90	7.27	3.63
1973	5.80	11.60	10.15	8.70	5.80	2.90
1974	6.78	13.56	11.87	10.17	6.78	3.39
1975	6.14	12.28	10.75	9.21	6.14	3.07
1976	6.26	12.51	10.95	9.38	6.26	3.13
1977	6.84	13.67	11.96	10.25	6.84	3.42
1978	6.86	13.72	12.00	10.29	6.86	3.43
1979	6.89	13.78	12.05	10.33	6.89	3.44
1980	6.95	13.91	12.17	10.43	6.95	3.48
1981	6.89	13.79	12.06	10.34	6.89	3.45
1982	5.93	11.85	10.37	8.89	5.93	2.96
1983	6.49	12.98	11.35	9.73	6.49	3.24
1984	6.50	13.00	11.38	9.75	6.50	3.25
1985	6.18	12.36	10.82	9.27	6.18	3.09
1986	5.81	11.62	10.16	8.71	5.81	2.90
1987	6.79	13.59	11.89	10.19	6.79	3.40
1988	6.98	13.96	12.22	10.47	6.98	3.49
1989	7.98	15.95	13.96	11.96	7.98	3.99
1990	6.54	13.09	11.45	9.81	6.54	3.27
1991	6.80	13.60	11.90	10.20	6.80	3.40
1992	6.77	13.54	11.85	10.16	6.77	3.39
1993	6.09	12.18	10.65	9.13	6.09	3.04
1994	6.83	13.66	11.95	10.24	6.83	3.41
1995	6.05	12.11	10.59	9.08	6.05	3.03
1996	7.08	14.17	12.39	10.62	7.08	3.54
1997	6.52	13.04	11.41	9.78	6.52	3.26
1998	6.97	13.93	12.19	10.45	6.97	3.48
1999	6.11	12.22	10.69	9.17	6.11	3.06
2000	7.91	15.82	13.84	11.87	7.91	3.96
2001	7.67	15.34	13.42	11.51	7.67	3.84
2002	8.22	16.44	14.38	12.33	8.22	4.11
2003	7.90	15.79	13.82	11.84	7.90	3.95
2004	7.05	14.11	12.34	10.58	7.05	3.53
2005	7.47	14.94	13.07	11.20	7.47	3.73
2006	6.79	13.58	11.88	10.18	6.79	3.39
2007	7.21	14.42	12.61	10.81	7.21	3.60
2008	7.02	14.04	12.28	10.53	7.02	3.51
2009	6.48	12.95	11.33	9.71	6.48	3.24
2010	7.95	15.91	13.92	11.93	7.95	3.98
2011	7.44	14.88	13.02	11.16	7.44	3.72
2012	6.42	12.85	11.24	9.64	6.42	3.21
2013	6.09	12.17	10.65	9.13	6.09	3.04
2014	7.10	14.20	12.42	10.65	7.10	3.55
Average	**6.77**	**13.55**	**11.86**	**10.16**	**6.77**	**3.39**

Year	Barley	Wheat	Wetlands	Fallow
	(inches)	(inches)	(inches)	(inches)
1969	13.14	15.74	0.00	0.00
1970	18.11	21.69	0.00	0.00
1971	16.06	19.24	0.00	0.00
1972	16.50	19.76	0.00	0.00
1973	15.02	17.99	0.00	0.00
1974	15.95	19.11	0.00	0.00
1975	17.49	20.95	0.00	0.00
1976	15.39	18.43	0.00	0.00
1977	14.74	17.66	0.00	0.00
1978	15.02	18.00	0.00	0.00
1979	15.74	18.86	0.00	0.00
1980	19.40	23.24	0.00	0.00
1981	15.41	18.45	0.00	0.00
1982	16.55	19.83	0.00	0.00
1983	17.47	20.93	0.00	0.00
1984	16.22	19.42	0.00	0.00
1985	15.43	18.49	0.00	0.00
1986	13.80	16.54	0.00	0.00
1987	15.87	19.01	0.00	0.00
1988	16.33	19.57	0.00	0.00
1989	17.68	21.18	0.00	0.00
1990	14.97	17.93	0.00	0.00
1991	16.48	19.74	0.00	0.00
1992	14.36	17.20	0.00	0.00
1993	14.71	17.63	0.00	0.00
1994	16.34	19.58	0.00	0.00
1995	16.43	19.67	0.00	0.00
1996	17.26	20.68	0.00	0.00
1997	16.62	19.90	0.00	0.00
1998	17.96	21.52	0.00	0.00
1999	15.32	18.34	0.00	0.00
2000	17.67	21.17	0.00	0.00
2001	16.36	19.60	0.00	0.00
2002	19.52	23.38	0.00	0.00
2003	18.15	21.75	0.00	0.00
2004	16.67	19.97	0.00	0.00
2005	17.12	20.50	0.00	0.00
2006	16.10	19.28	0.00	0.00
2007	16.19	19.39	0.00	0.00
2008	16.40	19.64	0.00	0.00
2009	16.22	19.42	0.00	0.00
2010	18.13	21.71	0.00	0.00
2011	18.13	21.71	0.00	0.00
2012	18.13	21.71	0.00	0.00
2013	18.13	21.71	0.00	0.00
2014	18.13	21.71	0.00	0.00
Average	**16.50**	**19.76**	**0.00**	**0.00**

Attachment 7

SWSP Operations Map

Los Sauces Ditch
SWSP Operations Map



0 0.25 0.5 1 1.5 2 Miles

SINCE 1948
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

EXHIBIT C

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Dale Kinsey, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

   1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subddistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2 shares generate approximately 82.77 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Dale Kinsey [redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Dale E Kinsey
Dale Kinsey

2-20-2026
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

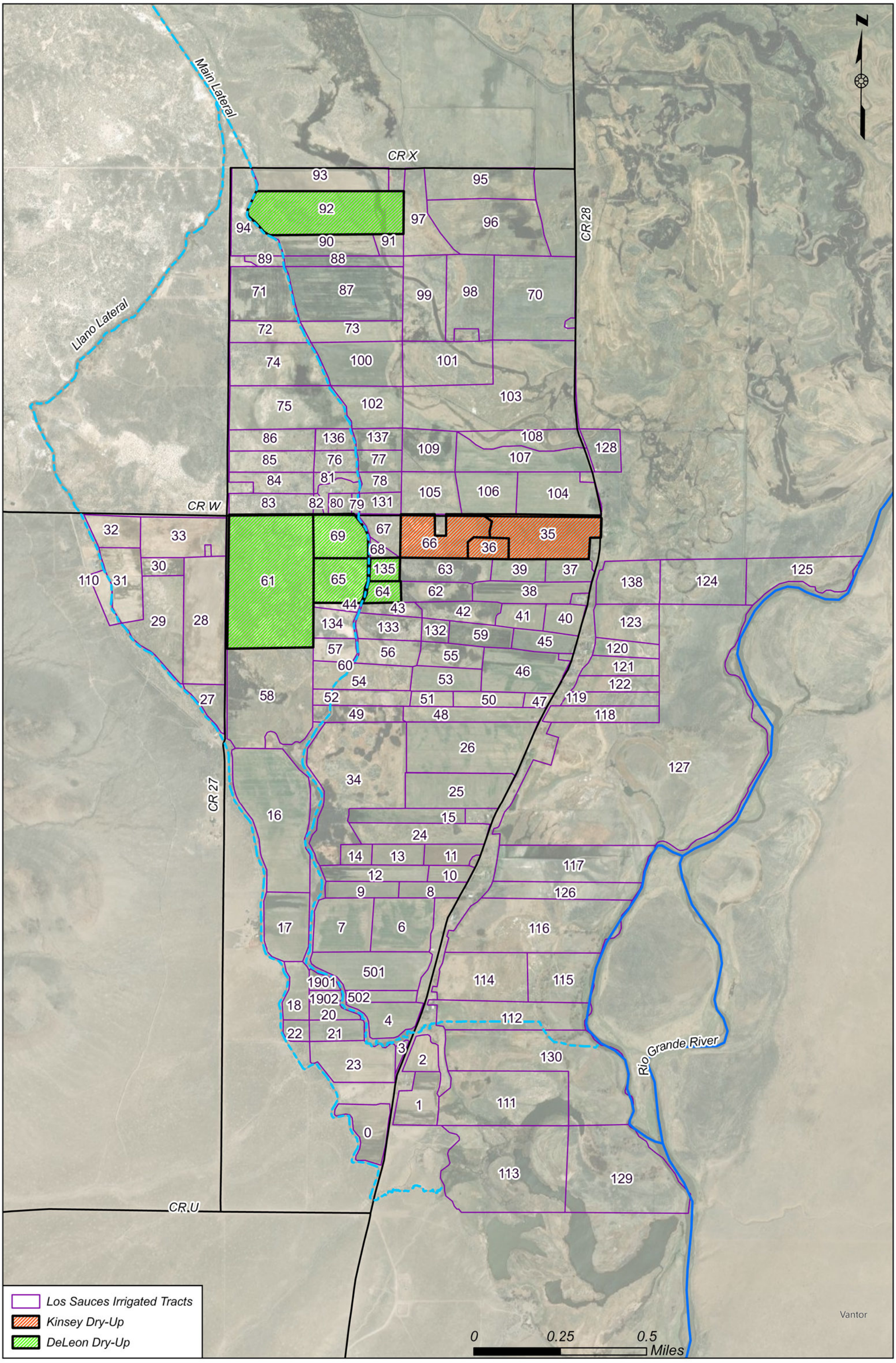
Trinchera Subdistrict

By: _____
Monty Smith
President
Trinchera Water Conservancy District

_____
Date

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff DeLeon, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2 shares generate approximately 100.20 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff DeLeon

[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 20 FEB 26
Jeff DeLeon Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

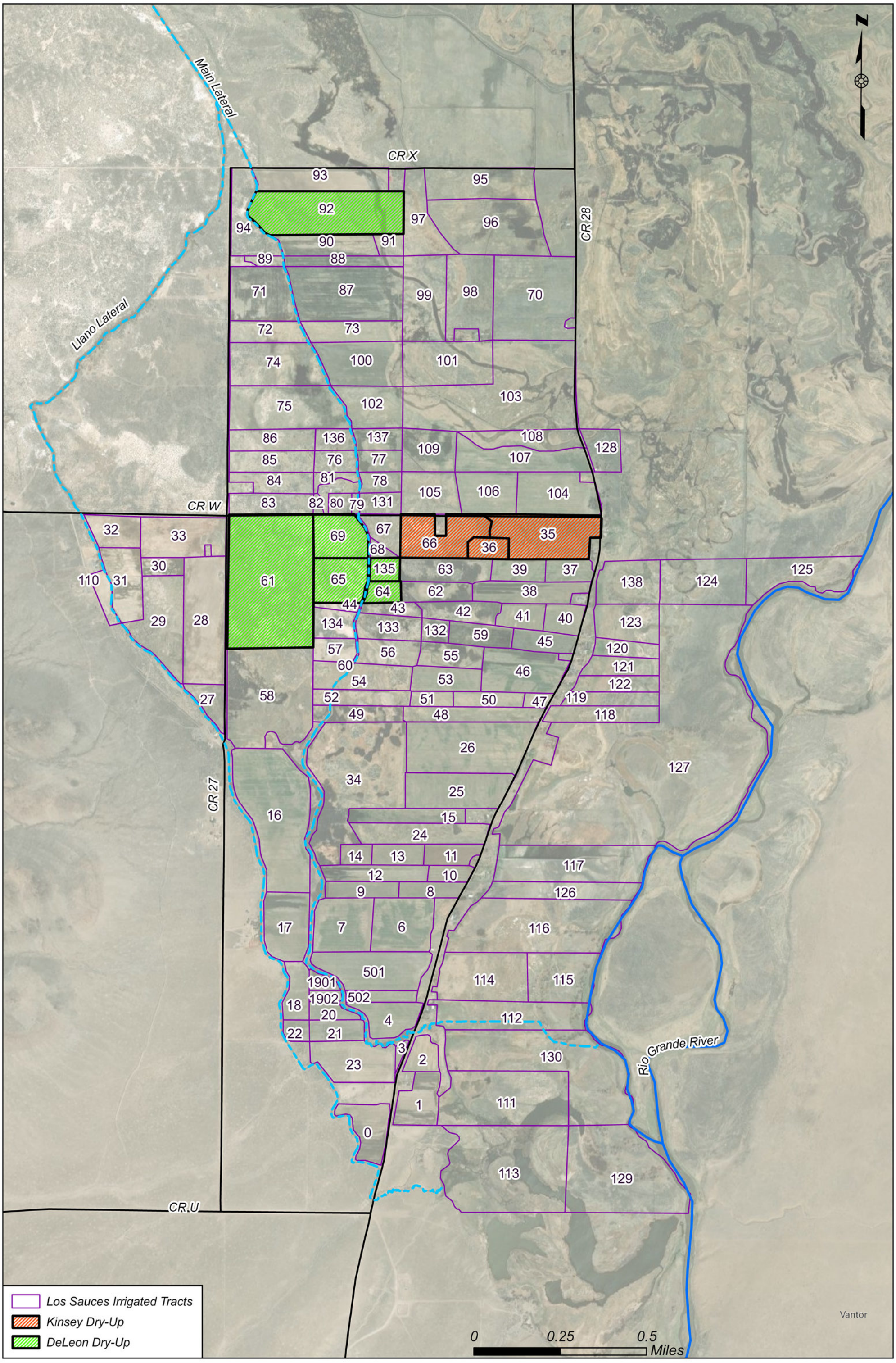
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 50.29 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 2/20/26
Jeff Martinez Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

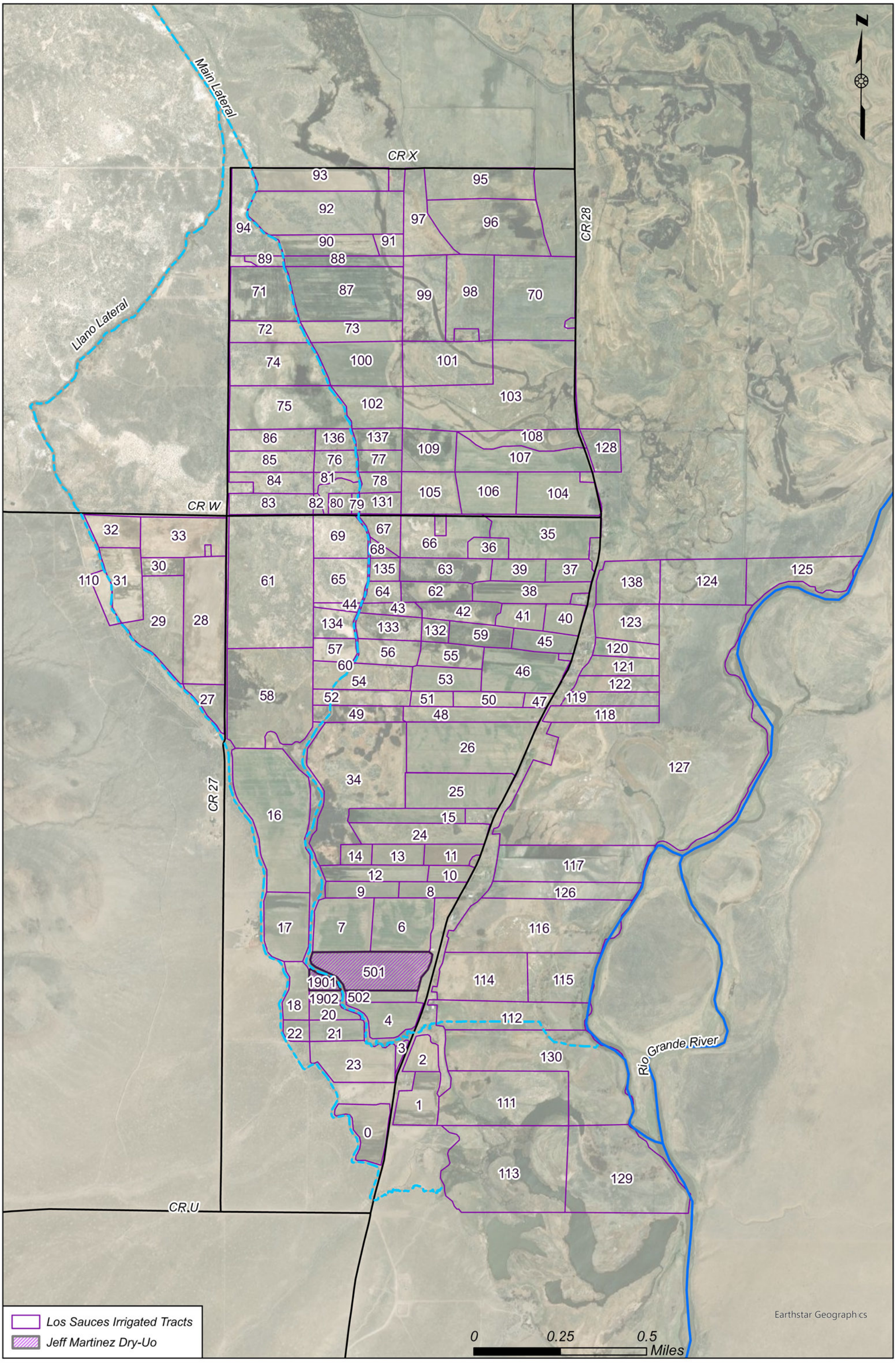
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Tressesa Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2.15 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2.15 shares generate approximately 119.51 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that they are the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that they are 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Tressesa Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ Jan 16 - 2026
Tressesa Martinez Date

Subdistrict No. 3

By: _____ 1/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

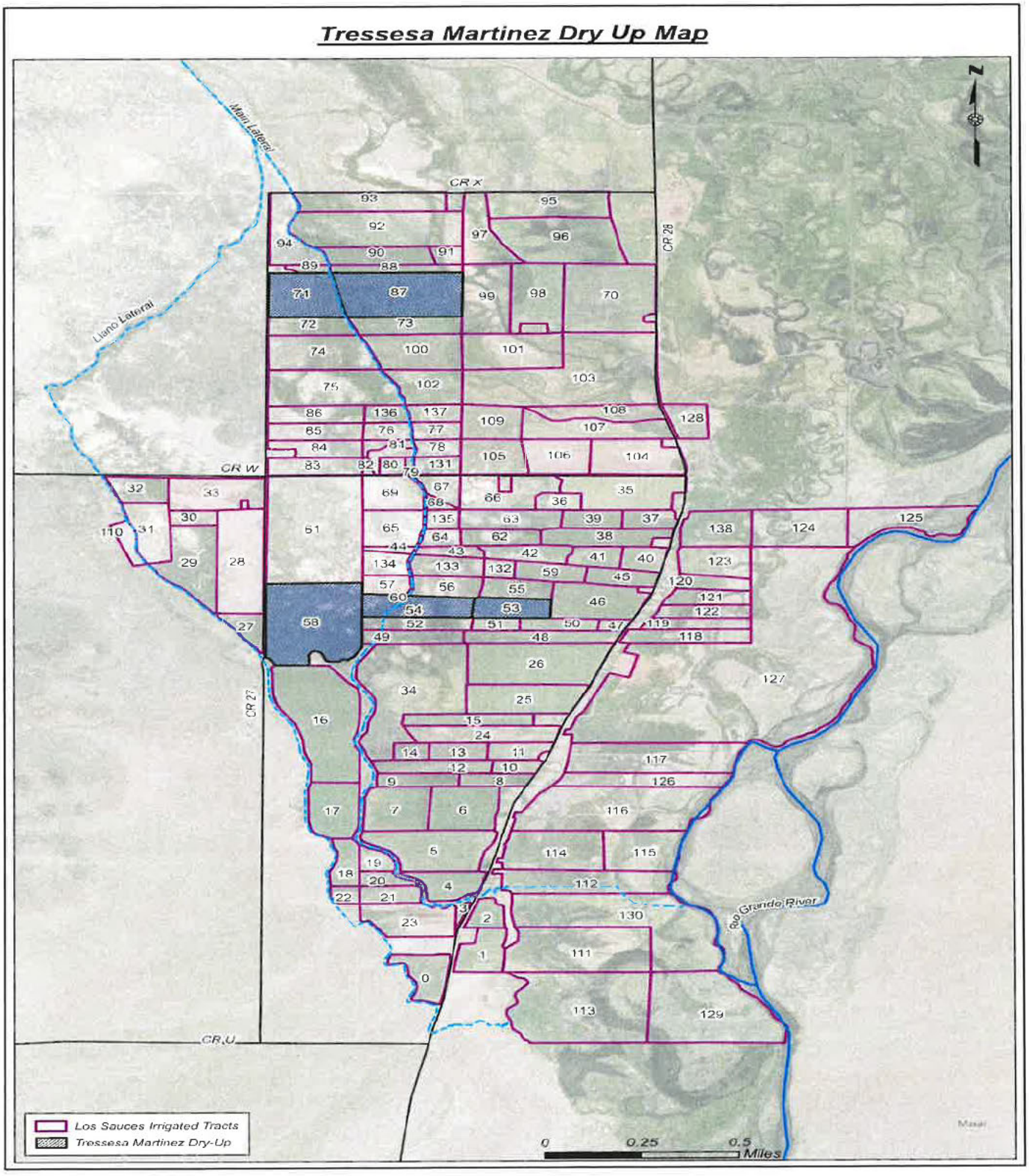
By: _____ 1/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

Exhibit A

Parcels to be Dried Up



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.01 shares of the Los Sauces Ditch used on Owner's lands west of County Road 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a two-year term commencing on April 1, 2025 and ending March 31, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of historical consumptive use available for use by the Subdistricts. The Parties expect the 12.01 shares generate approximately 430 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 By the 15th day of each month during the irrigation season for Water District 22, the Subdistricts will provide to Owner an accounting of all water used by the Subdistricts under this lease, together with a payment for such water used. Said payment will be determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts, less any reduction from paragraph 1.3.5.1, below.

1.3.3 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a final written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.4 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.5 Payment

1.3.5.1 Within 21 days of the full execution of this Agreement, the Subdistricts will make a one-time payment in the amount of [redacted] as an advance against future monies owed under this paragraph 1.3. Any future payment required under this Agreement will be reduced by said [redacted] by reducing the first three payments by [redacted] each.

1.3.5.2 Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Subdistricts must pay to Owner any additional amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery, or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Thomas Martinez

[redacted]

To Subdistrict 3:
Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:
Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term

of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Thomas Martinez
Thomas Martinez

3/28/24
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

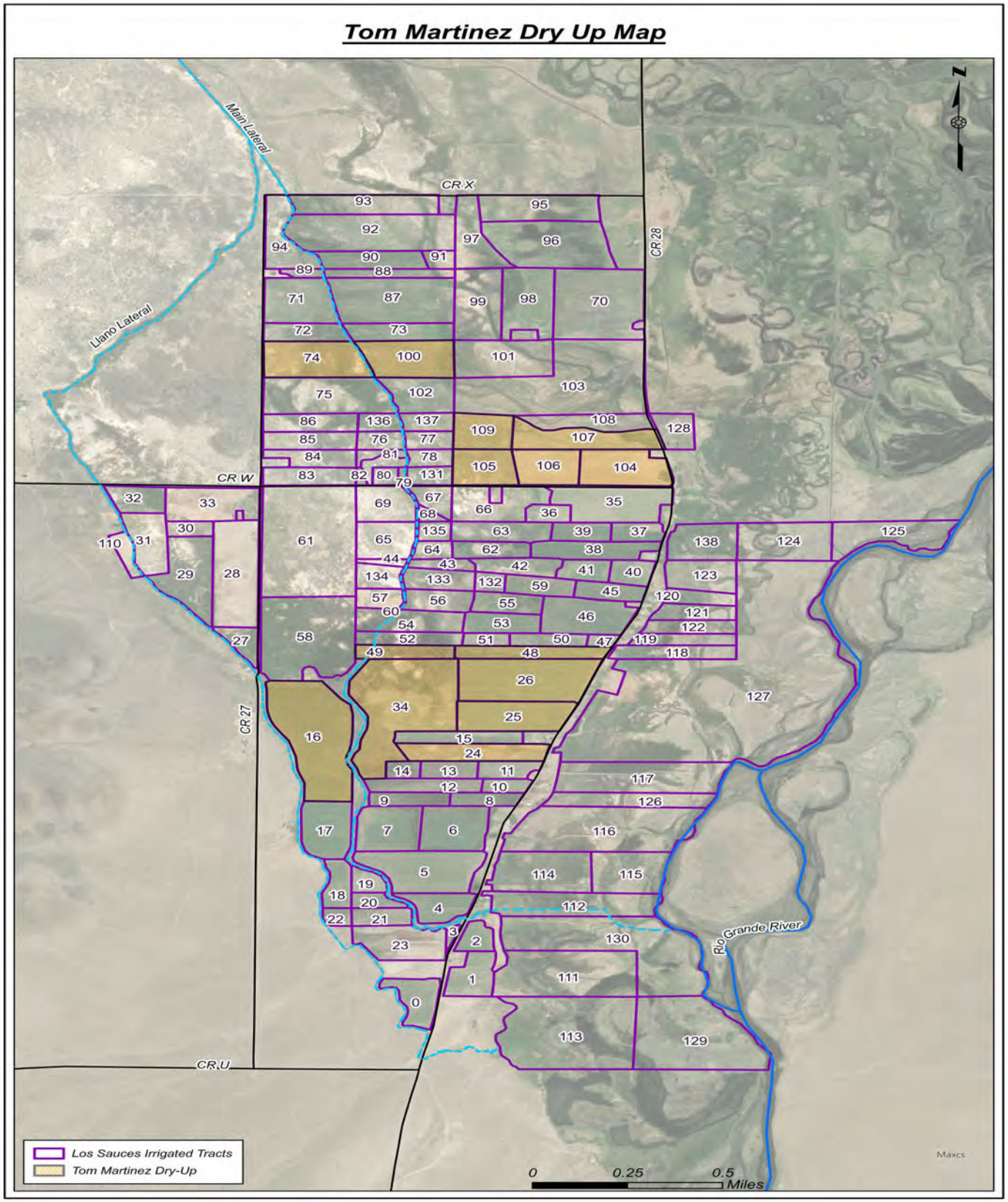
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District,
Water Activity Enterprise

3/29/2024
Date

Exhibit A

Area to be Dried Up



LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") will replace the following information detailed in the Agreement entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

WHEREAS, the Parties have previously entered into a Lease Agreement, dated March 29, 2024 ("original Lease Agreement"); and

WHEREAS, at the time of the execution of the Lease agreement, the Parties believed in good faith that the quantity of shares Owner held in the Los Sauces Ditch and the quantity of historical consumptive use derived from those shares was correct; and

WHEREAS, more recent investigations by the Parties have determined that certain errors were made in the original Lease Agreement; and

WHEREAS, the parties desire to correct those previous errors and set forth the amended paragraphs to replace those incorrect in the original Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the following paragraphs are removed from the original Lease Agreement and replaced with the following corrected paragraphs:

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.44 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

AGREEMENT

1.3 Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 12.44 shares to generate approximately 544.99 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the

Subdistricts.

2.2 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

Any paragraph in the original Lease Agreement not specifically modified and replaced as set forth herein remains in full force and effect as set forth in the original Lease Agreement

signatures follow on separate page

Owner

By: Thomas Martin 12/19/24

Name Date

Subdistrict No. 3

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Subdistrict No. 6

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Trinchera Subdistrict

By: 12/20/24

Monty Smith
President
Trinchera Water Conservancy District

Date

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

December 30, 2024

via DWR Portal

Mr. Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Substitute Water Supply Plan 2025/2026 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprises and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S., Water Division No. 3; SWSP ID 9364**

Dear Mr. Ullmann,

Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through their Water Activity Enterprises, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District (collectively "Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026.

The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This water right has not been the subject of a prior administrative change.

This SWSP does not represent all sources of water the Subdistricts will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistricts in order to meet the requirements of their respective Groundwater Management Plans as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure their respective 2025/2026 Annual Replacement Plans conform with the requirements

of their Groundwater Management Plans.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

The water right subject to this request is 15.97 shares out of the total 81.79 shares in Los Sauces Ditch. Davis Engineering, Historical Consumptive Use Analysis Report for the Los Sauces Ditch (Dec. 18, 2024) ("HCU Report") at ¶ 4, attached as Exhibit B. The Los Sauces Ditch, WDID No. 2200587, owns 100% of Priority No. 32, 88.43 cfs in total.

Evidence of the Subdistricts' right to use this water is provided in Exhibit C.

II. Project Description.

The Subdistrict will dry-up approximately 431.82 acres historically irrigated by flood irrigation from the Los Sauces Ditch. HCU Report at ¶ 2. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved Annual Replacement Plans to supply water to remedy injurious depletions in time, location, or amount, either directly or after storage, and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

The Subject Water Rights have historically been used to irrigate fields under the Los Sauces Ditch, comprised of approximately 431.82 irrigated acres. HCU Report at ¶ 2. The historical diversions for the 15.97 shares are an average of 1,794.16 acre-feet per year of the 9,188.05 average acre-feet per year of the entire Los Sauces Ditch. HCU Report at ¶ 4. Historically irrigated acres and crop type are discussed in paragraph 5 of the HCU Report and shown in Attachment 4 and Attachment 5 of the HCU Report. The average annual historical consumptive use for the subject 15.97 shares of the Los Sauces Ditch is 730.17 acre-feet per year. HCU Report at ¶ 6.

Paragraph 8 of the HCU Report shows the Monthly Average Consumptive use generated by the subject 15.97 shares. Table 8 of the HCU Report shows the daily allocation equations for the subject 15.97 shares. The Table includes calculations to determine daily portions of the ditch loss, on farm return flows, and consumptive use. Operation under this approved SWSP will involve diverting ditch loss portions of the daily allocation at the headgate and those portions will be left in the ditch. HCU Report at ¶ 10. The return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use will be operated as described in the HCU Report. HCU Report at ¶ 10.

The changed subject shares may be used to remedy injurious depletions directly in time, location, and amount, through an administrative exchange, or stored, either directly or by administrative exchange, in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts acknowledge that the Division Engineer may impose reasonable losses if the water is exchanged. It is the Subdistricts' understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

When the monthly consumptive use limits in Table 7 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. HCU Report at ¶ 7.

The Subdistricts request that the subject 15.97 shares be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

This Los Sauces system has two main laterals West of Highway 28. The entirety of the lands under this proposed fallow program are located west of the highway. The ditch loss portion of the allocation will be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses Highway 28 and dumps into an existing pond. These flows will then be released from the pond, conveyed to the Rio Grande, and measured with a flume prior to returning to the river. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 will include a Parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 would be installed on land owned by Thomas Martinez.

The second operating option is to construct an augmentation station on the Los Sauces Ditch directly downstream of the headgate. The return flow and consumptive use allocation will be measured and then returned directly to the Conejos River downstream of the headgate.

Infrastructure required for option 2 would include a tee-box with a headgate, a Parshall flume with a continuous recorder, and construction of an open ditch back to the Conejos River. A separate agreement would have to be obtained from the landowner where the Los Sauces Headgate exists prior to any infrastructure being installed for option 2.

The Subdistricts will decide on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer.

Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistricts hereby request that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

HILL & ROBBINS, P.C.

/s Peter J. Ampe
Subdistrict Nos. 3 and 6
Peter J. Ampe, Esq.

CURTIS, JUSTUS, & ZAHEDI, LLC

/s John P. Justus
Groundwater Management Subdistrict of the
Trinchera Water Conservancy District
John P. Justus, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for 2025/2026 ARP year for the purpose of changing purpose of use of water rights for Subdistricts No. 3 and No. 6 of the Rio Grande Water Conservation District and the Trinchera Subdistrict, pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (December 30, 2024) this 30th day of December 2024 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; karlyn.armstrong@state.co.us; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org;

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EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Historical Consumptive Use Analysis Report For the Los Sauces Ditch

Prepared December 23, 2024
by
Davis Engineering Service, Inc.
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Alamosa, Colorado 81101
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Professional Engineer
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Attachment 3 – Historical Diversion Records
Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – Historical Cropping Record
Attachment 6 – State CU IWR
Attachment 7 – SWSP Operations Map

1.0) Introduction

This historical consumptive use (HCU) analysis report was originally prepared by Agro Engineering for the Los Sauces Ditch located in Conejos County (Properties). The study period used for the HCU analysis was a total of 45 years covering the time period of 1969 through 2014. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the properties in the ditch service area. With this information, an informed decision can be made to potentially dry up the land to replace injurious depletions to the river.

2.0) Lands to be Dried Up

The total area to be dried up is listed by field number in Table 1, below. This consists of the properties owned by Tressesa Martinez, Thomas Martinez, and Karen Jennings. All properties are located West of Highway 28.

Table 1 – Dry-up Areas

Tressesa Martinez		Thomas Martinez		Karen Jennings	
ID 9		ID 10		ID 11	
Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area
53	8.79 ac	16	43.97 ac	18	7.02 ac
54	13.33 ac	24	15.15 ac	21	6.25 ac
58	43.28 ac	25	18.87 ac	22	2.77 ac
71	18.00 ac	26	32.88 ac	23	16.33 ac
87	31.89 ac	34	46.02 ac		
		48	11.33 ac		
		49	7.62 ac		
		74	21.27 ac		
		100	18.90 ac		
		104	13.10 ac		
		105	12.92 ac		
		106	13.45 ac		
		107	16.77 ac		
		109	11.90 ac		
Totals	**115.29 ac**	**-**	**284.15 ac**	**-**	**32.38 ac**

A map of the parcels to be dried up is included as Attachment 1.

3.0) Water Supply

The diversion priority(s) of the Los Sauces Ditch are:

- Los Sauces Ditch WDID No. 2200587 (owns 100% of the priorities listed below)
  - Priority No. 32 – 88.43 CFS

The water supply and ditch service area map are included in Attachment 2. The tracts of land in this analysis were solely irrigated with surface water from the Los Sauces Ditch and applied through flood irrigation for the duration of this analysis.

4.0) Surface Water Diversion

The historical diversion records (1969 to 2014) for the Los Sauces Ditch are included in Attachment 3. A table of the water attributable to the participating shares used on the owners' lands West of Highway 28, as well as a total diversions record is provided. The annual average headgate diversions are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

	Participating Shares	Annual Average Headgate Diversions (Acre-Feet)
Owner #9	2.15	241.69
Owner #10	12.44	1397.95
Owner #11	1.38	154.52
Total Los Sauces Ditch	81.79	9188.05

5.0) Cropping & Irrigated Areas

To find the different crop types and irrigated acreages on the properties, aerial photos and FSA data was used within the time period of 1969 through 2014. The crops grown are shown in maps included as Attachment 4. The full cropping history for the fields in this proposed fallow program can be found in Attachment 5. In all years a combination of Alfalfa, New Alfalfa and Grass Pasture of varying degrees of irrigation quality were the only crops grown. In addition to those crops one field was fallowed in the analysis period. An irrigation sufficiency factor was applied to each crop as discussed in the following HCU calculation section.

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. When the crop type on a tract changed between two aerial photos the interpolation was adjusted to create a logical switch at the midpoint in time. In the Attachment 5 tables the bolded years have historical data whereas the plain text is interpolated data.

6.0) HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in Attachment 5. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. Theissen weighting was used to adjust the StateCU results from the nearest stations to approximate on-site conditions. The Climate Stations used in this analysis were Manassa, CO USC00055322 and San Luis Valley Regional Airport, CO USW00023061. The results of the weighted StateCU IWR output can be found in Attachment 6.

Adjustments were made to the Alfalfa and Grass Pasture IWR values to account for limitations in water supply and inconsistent irrigation. Table 3, below, provides the full Irrigation Sufficiency Scaling Factors utilized in this analysis.

Table 3 – Crop IWR Irrigation Sufficiency Scaling Factors

Alfalfa-Above Average	87.5%
Alfalfa-Average	75.0%
Alfalfa-Below Average	50.0%
Alfalfa-Poor	25.0%
Pasture-Above Average	87.5%
Pasture-Average	75.0%
Pasture-Below Average	50.0%
Pasture-Poor	25.0%

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres. This value was then compared to the available headgate diversions after ditch loss and irrigation efficiency was deducted. As per Table 4, below, the estimated crop irrigation efficiency is 83% for sprinkler irrigation and 60% for flood irrigation. It was found that all the parcels in this analysis were flood irrigated exclusively for the duration of the study period.

Table 4 – Irrigation Efficiency Ratings by System

Irrigation System	Efficiency (%)
Flood	60%
Sprinkler	83%
None	0%

During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 20%. The HCU Analysis was conducted on all parcels in the ditch service area with owners interested in a potential lease-fallow type program. Initially, each parcel was individually investigated. Multiple parcels with the same owner were combined to create an owner specific HCU Summary. Table 5, below, summarizes the calculated surface water consumptive use for the land in the study period. Table 6, below, provides the complete consumptive use analysis results for the study period.

Table 5 – Annual Surface Water Consumptive Use Summary

	Irrigate Area	Average Annual Consumptive Use
	acres	ac-ft
Owner 9	115.29	119.51
Owner 10	284.15	544.99
Owner 11	32.38	65.66
Total	**431.82**	**730.17**

Table 6 - Annual Surface Water Consumptive Use Analysis Results

Historical Consumptive Use for Participating Lands					Historical Consumptive Use for Participating Lands			
Owner	**9**	**10**	**11**		**Owner**	**9**	**10**	**11**
Year	**HCU (ac-ft / yr)**				**Year**	**HCU (ac-ft / yr)**		
1969	107.69	460.80	66.83		**1993**	154.75	539.08	58.65
1970	135.94	476.78	73.05		**1994**	162.28	599.28	81.01
1971	126.80	426.56	63.14		**1995**	162.14	532.19	72.06
1972	104.79	494.82	65.03		**1996**	130.19	625.12	80.79
1973	97.51	408.44	60.51		**1997**	122.32	573.42	75.91
1974	116.94	473.13	69.64		**1998**	112.09	608.72	69.56
1975	107.89	426.68	62.60		**1999**	114.95	536.91	71.33
1976	85.99	438.77	53.37		**2000**	88.20	601.05	54.74
1977	66.22	451.25	41.10		**2001**	124.87	653.49	77.49
1978	99.59	467.94	61.80		**2002**	39.71	270.61	24.64
1979	106.06	475.80	65.82		**2003**	129.06	658.68	80.09
1980	93.39	509.95	57.96		**2004**	104.41	590.83	64.79
1981	91.99	491.17	57.09		**2005**	121.69	625.15	75.52
1982	100.80	437.12	55.20		**2006**	119.29	644.27	74.03
1983	130.09	469.07	58.10		**2007**	155.20	686.56	80.91
1984	89.35	483.18	55.45		**2008**	160.93	676.85	82.11
1985	150.09	450.87	56.34		**2009**	130.01	635.04	78.12
1986	158.02	425.82	53.46		**2010**	148.79	758.10	91.04
1987	117.09	591.94	63.51		**2011**	129.13	673.65	78.46
1988	135.24	606.55	64.91		**2012**	148.94	581.79	67.76
1989	120.66	670.59	69.65		**2013**	111.90	516.26	57.01
1990	136.71	565.83	60.30		**2014**	114.68	602.30	66.51
1991	99.52	597.46	61.76		**Average:**	**119.51**	**544.99**	**65.66**
1992	133.76	579.88	61.27					

7.0) Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to flood irrigate parcels in the ditch service area. If the fields did not need water applied to the crop but the surface water rights were still in priority and Direct Flow Storage was available, then the water was exchanged up to Platoro Reservoir, stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have the legal right to store while in priority and release the same water later in the irrigation season.

8.0) Consumptive Use Credit Generation

The annual average Consumptive Use Credit is 730.17 ac-ft, as per Table 5, above. Average monthly consumptive use values were derived from the monthly diversions as percentages of the historical average annual amount. Table 7 provides the monthly limits for CU generation. For purposes of daily program administration, the equations proposed in Table 8 should be utilized.

Table 7 – Average Monthly Consumptive Use Generated

Monthly Average Consumptive Use Generated								
	March	April	May	June	July	August	September	October
CU (ac-ft)	2.94	51.02	240.03	227.09	91.46	45.73	37.98	33.92

Consumptive use generation will be limited based on the historical annual and monthly averages.

9.0) Water Right Allocation

Return flows in addition to the ditch loss have historically flowed down gradient towards the Rio Grande. The following percentages of total diversions were attributed to the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed to be 20% of total diversions.
- On-Farm Returns flows were assumed to be 39.30%
- The remaining percentage for Consumptive Use Credit is 40.70%

To assist in performing the daily allocation calculations, formulas were developed as per Table 8, below. All variables in the table can be calculated using either CFS or ac-ft/day.

Table 8 – Daily Allocation Equations

Daily Allocation Equations	
Total Participating Headgate Diversions "A"	A = Z + Y + X
Ditch Loss "Z"	Z = A * 0.20
On Farm Return Flows "Y"	Y = (A * 0.3930)
Consumptive Use "X"	X = (A * 0.4070)

10.0) SWSP Operation

This ditch system has two main laterals West of Highway 28. The entirety of the lands under this proposed fallow program are located west of the highway. It is proposed that the ditch loss portion of the allocation be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses Highway 28 and dumps into an existing pond. These flows will then be released from the pond, conveyed to the Rio Grande, and measured with a flume prior to returning to the river. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 would include a parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 would be installed on land owned by Thomas Martinez.

The second operating option is to construct an augmentation station on the Los Sauces Ditch directly downstream of the headgate. The return flow and consumptive use allocation will be measured and then returned directly to the Conejos River downstream of the headgate.

Infrastructure required for option 2 would include a tee-box with a headgate, a parshall flume with a continuous recorder, and construction of an open ditch back to the Conejos River. A separate agreement would have to be obtained from the landowner where the Los Sauces Headgate exists prior to any infrastructure being installed for option 2.

It will be decided on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer. Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

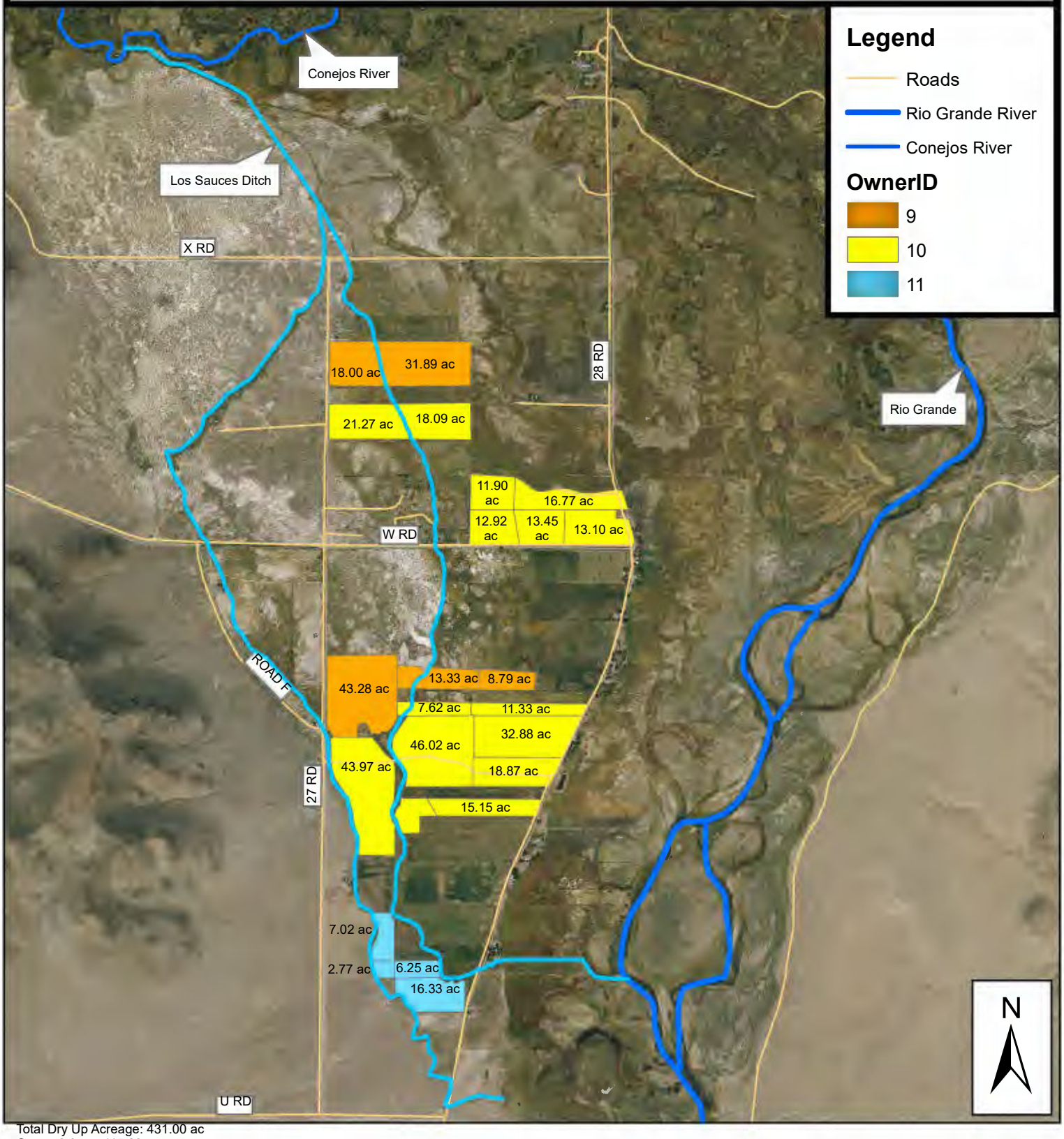
11.0) Conclusion

Surface water consumptive use credits can be created for this group of fields, per the average monthly consumptive use values in Table 7, for the water right when it is in priority, and able to divert water. The estimated annual average historical surface water consumptive use for these fields is ±730.17 ac-ft.

Attachment 1

Map Showing Land to be Dried Up

Los Sauces Ditch
2025 Dry Up Map



Total Dry Up Acreage: 431.00 ac
Owner 9 Area: 115.29 ac
Owner 10 Area: 283.34 ac
Owner 11 Area: 32.37 ac

Owner IDs reference Historical Consumptive Use Analysis.
Aerial imagery is from 2023.

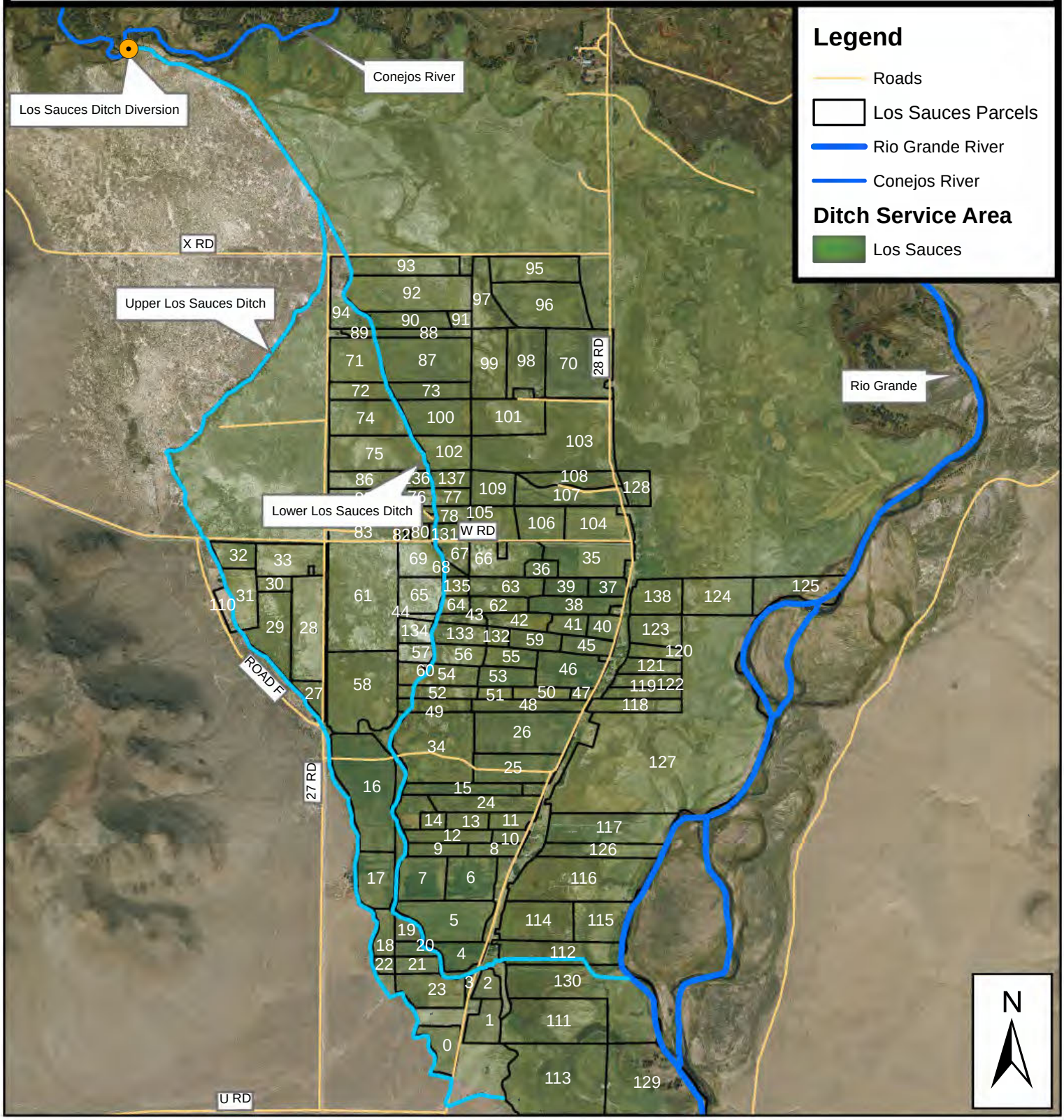
0 0.25 0.5 1 1.5 2 Miles

SINCE 1948
DES
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

Attachment 2

Water Supply Map

Los Sauces Ditch
Water Supply Map



The Los Sauces Ditch diverts water from the Conejos River prior to the confluence with the Rio Grande. There are two main laterals in the ditch system.

An alternate point of diversion exists for the Los Sauces Ditch at Platoro Reservoir.
Parcel IDs reference the Historical Consumptive Use Analysis.
Aerial Imagery is from 2023.

0 0.25 0.5 1 1.5 2 Miles

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Angelo Bellah <angelo@rgwcd.org>

2022-2023 SD6/MVC SWSP wrap-up

1 message

Austin Malotte <amalotte@bbawater.com> Fri, May 5, 2023 at 2:57 PM
To: "Tyler Faucette (tyler@coloradocatchllc.com)" <tyler@coloradocatchllc.com>, "Amber Pacheco (amber@rgwcd.org)" <amber@rgwcd.org>, Angelo Bellah <angelo@rgwcd.org>, "Wylie Keller (wylie@rgwcd.org)" <wylie@rgwcd.org>
Cc: "Mark Deacon (circledfarmsinc@gmail.com)" <circledfarmsinc@gmail.com>, Lauren Tiedemann Loob <ltiedemann@bbawater.com>, Mike Sayler <msayler@bbawater.com>

All:

Operations under the 2022-2023 Subdistrict 6 / Monte Vista Canal Substitute Water Supply Plan (SWSP ID #9377) concluded this past Sunday, April 30 pursuant to the March 31, 2023 approval letter. As you may recall, that letter approved our quantification of consumptive use credit ("CU credit") associated with groundwater that would have been pumped through three wells in 2022 if not for fallowing and approved pumping of that CU credit through 13 augmentation wells during April 2023, subject to a number of conditions. Augmentation wells were pumped under the Terrace Main Canal and Centennial Ditch, and by forgoing diversion of river water at those ditch headgates, a total of 176.48 acre-feet of CU credit was exchanged to Terrace and Rio Grande Reservoirs. CU pumping and exchange volumes are summarized in the table below.

Summary of April 2023 SWSP Operations (SWSP ID #9377)

Aquifer	Layer	Maximum CU Credit	CU Credit Pumped	CU Credit Pumped	CU Credit Exchanged
Confined	Layer 2	56.61	55.49	140.88	138.88
	Layer 3	106.22	85.39		
Unconfined	-	159.49	38.02	38.02	37.60
Total		322.32	178.90	178.90	176.48

All values in acre-feet

Considering the limited time to initiate and complete SWSP operations during the month of April, we are very pleased with the results. Amber, Angelo and Wylie were instrumental in not only coordinating agreements with the well owners, ditch companies and others, they also handled the field tasks and the bulk of data collection. And a special thanks to Wylie for helping to cross-check BBA's SWSP accounting and working with Division staff to coordinate on-the-fly operational changes.

While the benefit to Subdistrict 6 of getting CU credit into storage is clear, even more important is the Subdistrict's demonstration of the feasibility of a rotational fallowing ATM project using RGDSS modeling results as a basis for evaluation of consumptive use under irrigation canals. Operation of this SWSP revealed some opportunities for improvements to such projects in the future, including tweaks to the selection process for fallow parcels and augmentation wells, planning for compliance with anticipated additional conditions (e.g. well permitting requirements), and refinements to operations to reduce the management burden. Regardless, operation of this project showed that this type of plan is practicable and should be scalable in future iterations.

The summary tables from the SWSP accounting to be submitted shortly are attached for your files. Please don't hesitate to reach out if you have any questions.

Respectfully,

Austin

Austin Malotte, P.E.

BBA Water Consultants, Inc.

720-245-2658 (direct)

www.bbawater.com

MVC ATM Project SWSP Accounting Tables (ID 107535).pdf
393K

COLORADO
Division of Water Resources
Department of Natural Resources

March 31, 2023

Lauren Tiedemann Loob, P.E.
Austin Malotte, P.E.
BBA Water Consultants, Inc.
333 West Hampden Avenue, Suite 1050
Englewood, CO 80110

RE: Subdistrict 6/Monte Vista Canal Substitute Water Supply Plan
Section12, T37N, R7-8E, N.M.P.M.
Section 34, T37N, R8E, N.M.P.M.
Section 5, T38N, R8E, N.M.P.M.
Water Division 3, Water District 20, Rio Grande County
SWSP ID #9377

Approval Period: March 31, 2023 through April 30, 2023
Contact Information: Ms. Tiedemann Loob: 303-806-8952; ltiedemann@bbawater.com
Mr. Malotte: 303-806-8952; amalotte@bbawater.com

Dear Ms. Tiedemann Loob and Mr. Malotte:

We have reviewed your letter of July 14, 2022,requesting a substitute water supply plan ("SWSP") on the behalf of the Rio Grande Water Conservation District's Special Improvement District No. 6 ("Subdistrict 6" or "Applicant") pursuant to §37-92-308(5), C.R.S. Notice was sent to all parties on the Division 3 SWSP Notification List on July 14, 2022. No comments were received during the statutory 35-day comment period. A deficiency letter was sent on October 3, 2022, and additional information provided in a response dated March 2, 2023, The $300 filing fee has been received and given receipt no. 10022849.

An application for approval of a change of water right or plan for augmentation has not been filed with the water court and the depletions associated with the proposed water uses will not exceed five years, therefore this request has been submitted pursuant to §37-92-308(5), C.R.S. In accordance with §37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first approval for this SWSP.**

SWSP OPERATION

The SWSP is intended as a temporary change in the use of water historically diverted from the Rio Grande River through the Monte Vista Canal (**"MVC"**) for irrigation of lands lying under said canal, and groundwater diverted through wells historically used to irrigate those same lands. The

surface water and groundwater rights sought to be applied to changed uses comprise water supplies historically used for irrigation of certain parcels that will be left fallow during the 2022 irrigation season. The SWSP is intended to function as an ATM demonstration project which focuses on the generation of fully consumable water for replacement of stream depletions associated with Subdistrict 6 well pumping, but the CU credits produced by this and similar projects could be used to replace any depletions to a stream segment to which they can be physically delivered directly or by exchange.

The Monte Vista Canal ("MVC") was selected for this initial demonstration project because of several key factors. First, irrigation deliveries (including those from groundwater sources) and crop consumptive use under the canal are reasonably consistent year-to-year regardless of hydrologic conditions. Second, the canal irrigates a land area sufficiently large enough that rotational fallowing projects can be operated at an economical scale. Third, the canal is located such that replacement water can be delivered to the Rio Grande upstream of many of the typical calling water rights.

Three subject parcels belonging to MVC shareholders who also irrigate with groundwater wells are participating in the project. The areas to be fallowed are depicted in Figures 1 - 3 (attached). The shareholders are Archuleta, Washburn and DeClerck.

To determine the number of MVC shares associated with each 2022 Fallow Field, BBA first identified the number of MVC shares associated with each subject parcel through irrigator interviews, RGWCD/Subdistrict 6 records and Canal Company records. The MVC shares for each Subject Parcel were then prorated by sprinkler-irrigated acres to identify the number of shares associated with each 2022 Fallow Field.

The Applicant is requesting to generate CU credits for the water rights described below:

Owner	Well Name	Permit Number	WDID	Irrigated Acres	Decree	Aquifer	Pumping Rate (GPM)	MVC shares (prorated from total farm allocation)	Fallow Acres
Archuleta	Well No. 1	10821-R	2009239	SE1/4, E1/2 of SW1/4 Sec 13-T37N-R 7E	W0525	Confined	1000	14	55
Washburn	Well No. 1	1052-R	2008523	N1/2 of SW1/4, N1/2 of SE1/4 Sec 35-T37N-R 8E*	W0127	Confined	2000	11	51.85
DeClerck	Well No. 6	6320 F-R	2012705	NW1/4 Sec 9-T38N-R8 E	W2599	Unconfined	650	10	115

* Changed from original registration on December 18, 1959 to NW1/4, SW1/4 of Section 35, T37N, R8E claimed in SBU to have been irrigated on July 15, 1953 although attached map indicates original registration claim

Pumping from these three wells was reduced, and the estimated consumptive use ("CU") credits are to be transferred to augmentation wells that will be pumped to deliver the CU credits via canal to replace downstream depletions or exchange to upstream storage. A summary of the amounts are shown in the table below:

Well Owner	Estimated 2022 Well Pumping (AF)*	Allowable 2022 Well Pumping (AF)**	Forgone 2022 Well Pumping (AF)	CU Credits to Transfer to Augmentation Well (AF)
Archuleta	115.06	59.17	55.89	46.39
Washburn	283.11	142.83	140.28	116.43
Total Confined	398.17	202.00	196.17	162.82
DeClerck	192.16	0	192.16	159.49
Total Unconfined	192.16	0	192.16	159.49

*Estimate of total well pumping anticipated to have occurred in lieu of the fallowing project.
**Portion of estimated 2022 well pumping associated with non-fallow fields.

Table 1 (attached) presents additional details regarding total 2022 Monte Vista Canal diversions, the resulting forgone well pumping, groundwater CU credits associated with that forgone pumping, and actual 2022 pumping for the fallow wells, to confirm that all three fallow wells were in compliance with the allowable 2022 well pumping limits. As shown in column 9 of Table 1, groundwater CU credits associated with the 2022 fallowed fields total 322.32 acre-feet, including 162.82 acre-feet from the confined aquifer fallow wells (Archuleta and Washburn) and 159.49 acre-feet from the unconfined aquifer fallow well (DeClerck).

Table 2 (shown below) presents CU credit by fallow well and the proportion of each well's perforated interval extending through each confined aquifer layer, as reflected in the RGDSS wells database. CU credit from each confined aquifer fallow well was then prorated by layer using those proportions and summed by layer as shown below:

Table 2
2022 Monte Vista Canal ATM Project
Groundwater CU Credit Summary
Acre-feet except as indicated

			Confined Aquifer Layers		
WDID	Well Owner	Aquifer	% Layer 2	% Layer 3	CU Credit
2009239	Archuleta	Confined	26%	74%	46.39
2008523	Washburn	Confined	38%	62%	116.43
2012705	DeClerck	Unconfined	-	-	159.49

Aquifer	Layer	CU Credit
Confined	Layer 2	56.61
	Layer 3	106.22
Unconfined	-	159.49

As shown in Table 3 below, the confined aquifer augmentation wells will impact confined aquifer layers 2 & 3 in different percentage splits than the Archuleta and Washburn fallow wells; however the proposed pumping amounts from the confined aquifer augmentation wells will be managed with the goal of matching the CU credit by layer associated with the two fallow wells. Combined pumping from the confined aquifer augmentation wells must be limited so depletions do not exceed 56.61 acre-feet to Layer 2 and 106.22 to Layer 3.

Table 3
2022 Monte Vista Canal ATM Project
Augmentation Wells Summary
Acre-feet except as indicated

WDID[1]	Well Contact[2]	Ditch System	Aquifer	Confined Aquifer Layers % Layer 2	Confined Aquifer Layers % Layer 3	Projected Pumping[3]
2009239	Archuleta	Monte Vista	Confined	26%	74%	21.02
2009318	Christensen	Terrace Main	Confined	26%	74%	22.72
2011396	Christensen	Terrace Main	Confined	35%	65%	27.12
2010069	Christensen	Terrace Main	Confined	43%	57%	22.46
2011435	Johnson	Terrace Main	Confined	19%	81%	23.77
2011453	Johnson	Terrace Main	Confined	55%	45%	0.00
2009225	Caldon	Terrace Main	Confined	39%	61%	37.41
2010907	Booth	Terrace Main	Confined	64%	36%	0.00
2012556	Coblentz	Terrace Main	Confined	78%	22%	0.00
2005110	Coblentz	Terrace Main	Confined	63%	37%	0.00
2008498	DeClerck	Terrace Main	Confined	82%	18%	8.31
2008957	Cooper	Monte Vista	Unconfined	-	-	68.56
2006432	Shriver	Centennial	Unconfined	-	-	90.94
Total Projected Pumping by Aquifer/Layer			Confined Layer 2			56.61
			Confined Layer 3			106.22
			Unconfined			159.49

Notes:
1. WDIDs for existing wells whose owners have verbally agreed to use these wells to deliver CU credits by intra-ditch exchange.
2. Well contact names retrieved from DWR wells database and/or imaged documents. May not reflect current owner/operator of proposed augmentation well.
3. Projected pumping distribution reflects one possible solution to match augmentation well pumping by layer with CU credit by layer. Other solutions exist. Actual pumping distribution will depend on a variety of factors.

All 11 of the confined aquifer wells proposed to be used for augmentation under this SWSP are located within five miles of the two SWSP fallow wells, except the Archuleta Well (WDID 2009239), which is both a fallow well and a Confined Aquifer Augmentation Well and is located approximately 5.25 miles from the other fallow well (Washburn WDID 2008523).

As shown in Table 3 (above) and Figures 1 and 2 (attached), you have indicated the Applicants have obtained at least verbal agreement to utilize up to 11 existing wells completed in the confined aquifer and up to 2 existing wells completed in the unconfined aquifer to deliver groundwater CU credit associated with the lands fallowed during the 2022 irrigation season. These wells are typically used to provide irrigation water to lands under the Monte Vista Canal (2 augmentation wells), the Terrace Main Canal (10 augmentation wells) and the Centennial Ditch (1 augmentation well).

During April, augmentation wells under the Monte Vista Canal and Terrace Main Canal will be pumped either directly into the associated canal or applied to irrigation on the same fields typically served by the well. In either case, each well owner will forgo the same volume of water

delivery under his or her ditch shares, and the river headgate diversion for each ditch will be curtailed by the total of such augmentation well pumping under each ditch, thereby leaving that amount of fully consumable water available in the river to replace downstream depletions and/or exchange to upstream storage. For the Monte Vista Canal and Terrace Main Canal, the maximum diversion rate during operation of these intra-ditch exchanges will be limited to the amount identified on the Division 3 Daily Sheets as available in priority, less the total daily pumping of CU credit water through the augmentation wells under each ditch. Any pumping of the augmentation wells in excess of the amount of forgone diversion at the river headgate will be accounted for as normal irrigation pumping under the applicable Subdistrict ARP.

One augmentation well completed in the unconfined aquifer (WDID 2006432) is located adjacent to the Centennial Ditch near lands irrigated by Colorado Parks & Wildlife (CPW) using their Centennial Ditch shares. Applicants are coordinating with CPW to finalize a plan to deliver CPW's share deliveries in April through Well WDID 2006432, with CPW forgoing delivery of that same amount of water under their Centennial Ditch shares. Because Centennial Ditch diversions are not typically call limited and CPW's demand for water during April will be met by well pumping and not by delivery of surface water through the Centennial Ditch, river diversions through the Centennial Ditch headgate will be reduced by the amount of well pumping delivered for irrigation on CPW lands.

Augmentation wells completed in the confined aquifer will only be used to pump CU credits associated with the confined aquifer fallow wells, and augmentation wells completed in the unconfined aquifer will only be used to pump CU credits associated with the unconfined fallow well. RGWCD will provide copies of written agreements with owners of structures identified herein prior to utilizing those structures for purposes of this SWSP.

Return flows associated with the confined aquifer fallow wells will be pumped by the Archuleta Well, WDID 2009239 (see Figure 1, attached) and delivered directly into the Monte Vista Canal for in-ditch recharge when the Canal is not diverting surface water. If the Monte Vista Canal is diverting water and recharge needs to continue, the recharge must take place in a recharge pit near the dry up land, preferably the pit decreed in case 13CW3002 for the canal. All recharge must be completed prior to the end date of this SWSP

The return flow component for the DeClerck well will be left unpumped in the unconfined aquifer, which will replicate historical irrigation return flows to the same aquifer.

DEPLETIONS

The SWSP request states that there will be no out-of-priority depletions caused by the operations proposed.

REPLACEMENTS

Replacement credits are derived from the CU credit associated with the fallowing of the subject parcels. Surface water CU credit derived from the Monte Vista Canal direct flow water rights are estimated in the table below:

Monte Vista Canal Surface Water CU Factors for Farm Headgate Deliveries

	Apr	May	June	July	Aug	Sept	Oct
CU Factors	0.615	0.608	0.593	0.580	0.591	0.592	0.610

Groundwater CU credit derived from the cessation of pumping during the 2022 irrigation season ("Foregone Well Pumping") was calculated to be 83% of the historical pumping.

CONDITIONS OF APPROVAL

This SWSP is hereby approved pursuant to §37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of March 31, 2023 through April 30, 2023, unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of § 37-92-308(5)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than January 1, 2024.

2. The approved dryup 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.

3. Approval of this SWSP is for the purposes stated herein and pumping for CU credit is limited to the wells identified in Table 3. Any additional diversion structures/wells and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses.

4. **Pumping of the identified wells for CU credit during the term of this SWSP shall not exceed the HCU amounts from the fallow fields identified herein for Layers 2 & 3 of the confined aquifer and the unconfined aquifer. Combined pumping from the confined aquifer augmentation wells must be limited so depletions do not exceed 56.61 acre-feet to Layer 2 and 106.22 to Layer 3.**

5. Approval of this SWSP is for the purposes stated herein; however, further hydrological analysis may be required for any renewal of this SWSP or any future SWSP request to consider the volume of water to be pumped, the confined aquifer layers that wells produce from, the location of wells, and the distances between fallow wells and wells used to pump the HCU credits.

6. The Applicant must provide copies of written agreements with owners of wells/structures identified herein to the Division Engineer and Water Commissioners for the uses proposed in this SWSP.

7. If the Monte Vista Canal is diverting water and recharge needs to continue, the recharge must take place in a recharge pit near the dry up land, preferably the pit decreed in case

13CW3002 for the canal. All recharge must be completed prior to the end date of this SWSP.

8. If future SWSPs will be requested, new well permits must be obtained for the wells that will be pumped for augmentation purposes in accordance with section 37-90-137(2), C.R.S., and this SWSP. Any application will be evaluated subsequent to approval of this SWSP. The provisions of section 37-90-137(2), C.R.S., prohibit the issuance of a permit for a well to be located within 600 feet of any existing well, unless the state engineer finds that circumstances so warrant after a hearing in accordance with the procedural rules in 2CCR402-5. The hearing will be waived if the well owners can obtain statements from the owners of all wells within 600 feet, verifying that they have no objection to use of the proposed augmentation wells.

9. The Applicant shall maintain such measuring devices as required by the Division Engineer for operation of this SWSP. 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.

10. Prior to the operation of any exchange, the Applicant is required to notify the Water Commissioner and obtain the Water Commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner's approval on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water rights.

11. Any delivery by exchange of Subdistrict CU credits must meet all statutory requirements, DWR policies, conditions and MOUs as set forth for exchanges.

12. The Applicant shall provide accounting of water attributed to recharge and pumped from the wells on a monthly basis. The accounting must be submitted to the Division Engineer via email. Please contact Michelle Lanzoni at michelle.lanzoni@state.co.us for all accounting with the subject line "Subdistrict 6-Monte Vista Canal SWSP". Accounting must be submitted within 7 days after the end of the month for which the accounting applies and included in all monthly accounting for SD6 ARP. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meters must be provided with the accounting. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. **Frequent, if not daily, contact with the Water Commissioner is required to ensure daily administration and to prevent injury to other parties.**

13. 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.

14. 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.

15. The 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. 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.

Should you have any questions, please contact Melissa van der Poel of this office or Craig Cotten, in the Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Jeff Deatherage, P.E.
Chief of Water Supply

Attachments: Table 1 (from March 2, 2023 response letter)
Figures 1 - 3, Irrigated Lands
Figures 1 & 2 (from March 2, 2023 response letter)

ec: Craig W. Cotten, Division 3 Engineer
Deborah Sarason, Subdistrict Coordinator
David Hofmann, Assistant Subdistrict Coordinator
Michelle Lanzoni, Water Accounting Operations Specialist
Sam Riggenbach; District 20 Lead Water Commissioner
Rachel Rilling; District 21 Lead Water Commissioner

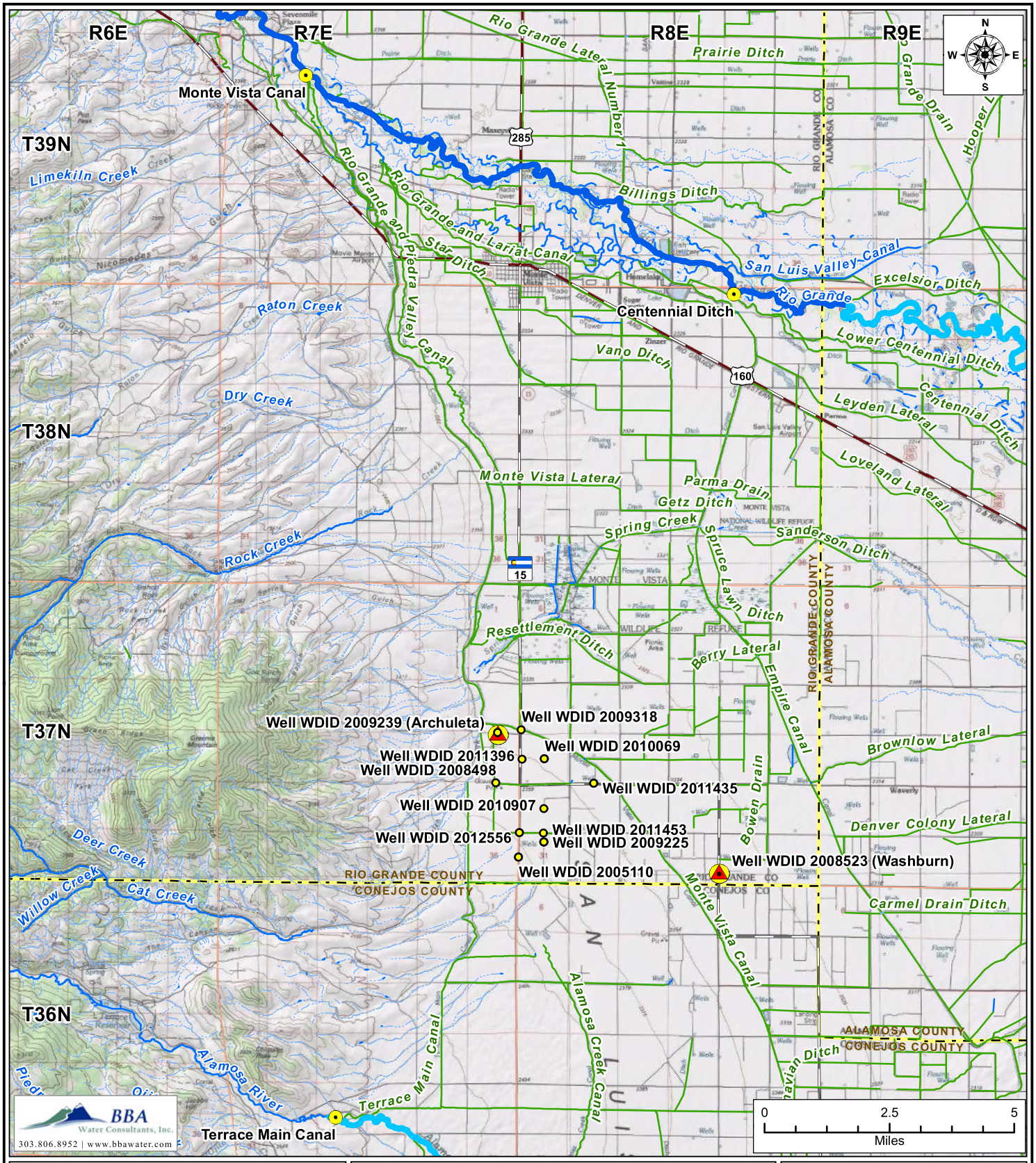

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Figure 1
SWSP ID 9377
Confined Aquifer Wells

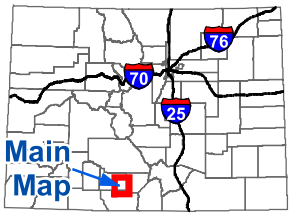
Date: 2/28/2023 | Job No. 1505.02

Legend

- Headgate
- SWSP Fallow Well
- SWSP Augmentation Well
- RGDSS Reaches

Data Source: CDSS, CDOT, BLM, USGS

COLORADO



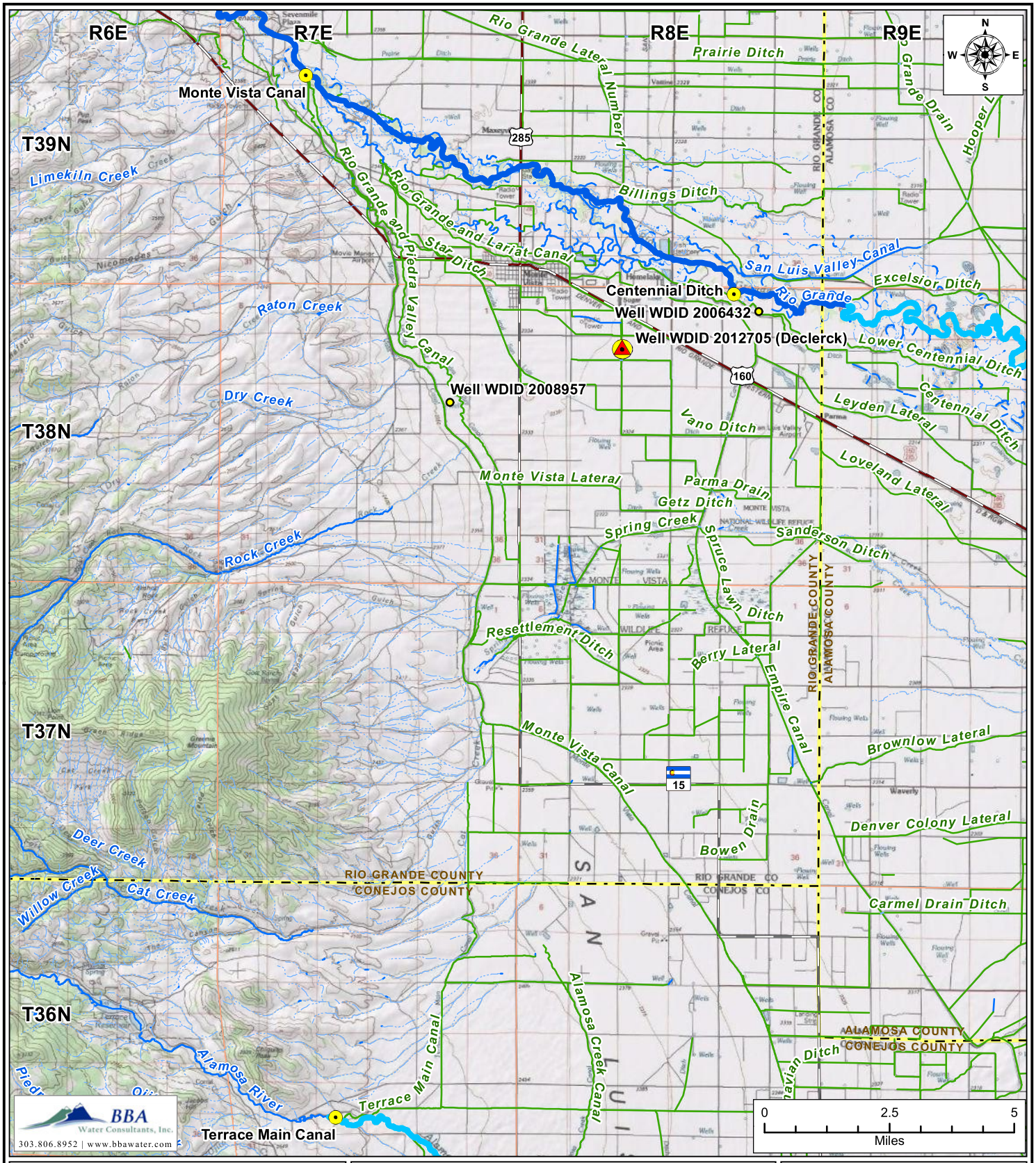


Figure 2
SWSP ID 9377
Unconfined Aquifer Wells

Date: 2/28/2023 | Job No. 1505.02

Legend

- Headgate
- SWSP Fallow Well
- SWSP Augmentation Well
- RGDSS Reaches

Data Source: CDSS, CDOT, BLM, USGS

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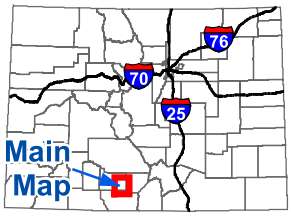

Table 1
Monte Vista Canal ATM Project
End of Water Year Forgone Well Pumping Accounting
all values in acre-feet

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]
Shareholder	2022 MVC Supply	Maximum Annual Well Pumping	Actual 2022 MVC Direct Flow Diversions	2022 Farm Headgate Deliveries	Estimated 2022 Well Pumping	Allowable 2022 Well Pumping	Actual 2022 Well Pumping	Forgone 2022 Well Pumping	Consumptive Use Component of Forgone 2022 Well Pumping	Return Flow Component of Forgone 2022 Well Pumping
Archuleta	220.44	229.52	21,727	105.38	115.06	59.17	17.61	55.89	46.39	9.50
DeClerck	267.43	242.15		75.27	192.16	0.00	0.00	192.16	159.49	32.67
Washburn	365.91	392.27		82.80	283.11	142.83	109.52	140.28	116.43	23.85

Column notes:
[1] Average annual water supply for the entire parcel containing the fallow field (from SWSP request Tables 4). Equal to 2011-2020 average water supply to parcel including farm headgate deliveries and well pumping.
[2] Maximum 2011-2020 annual well pumping for the entire parcel (from SWSP request Table 2).
[3] Actual 2022 Monte Vista Canal diversions through October 31, 2022 (from MONCANCO Station records on CDSS). Total conservatively includes all surface water diversions and is not reduced for diversions from other sources or for uses other than irrigation.
[4] 2022 farm headgate deliveries for entire parcel containing fallow field. Equal to value in column [3] multiplied by 63% to account for ditch loss, then multiplied by the ratio of total shares on parcel to total MVC shares.
[5] Estimate of total well pumping anticipated to have occurred in lieu of the fallowing project. Equal to lesser of (a) column [1] minus column [4] or (b) column [2].
[6] Portion of Estimated 2022 Well Pumping in column [5] associated with non-fallow fields on each parcel. Equal to column [5] multiplied by the ratio of non-project (non-fallow) acres to total acres served by each well.
[7] Equal to actual 2022 well pumping associated with non-fallow fields on each parcel.
[8] Estimated volume of pumping that did not occur in 2022 due to the fallowing project. Equal to estimated total 2022 well pumping [5] minus allowable well pumping [6]. If actual 2022 well pumping [7] is greater than allowable [6], equal to estimated total 2022 well pumping [5] minus actual 2022 well pumping [7].
[9] Equal to column [8] multiplied by the RGDSS 83% consumptive use factor for sprinkler irrigation.
[10] Equal to column [8] multiplied by a 17% return flow factor.



Figure 1
Archuleta Farms
Irrigated Lands
Location Map

Date: 6/28/2022 | Job No. 1505.02

Legend

- Subject Well Location (WDID)
- Farm Unit (PIN)
- 2022 Fallow Field
- Non-Project Field

Aerial Photo Date: 8/12/2011 NAIP USDA
Data Source: Rio Grande County, CDSS, CDOT, BLM, USGS

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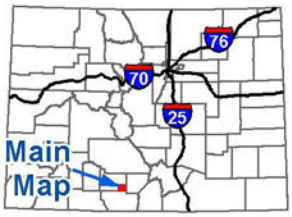


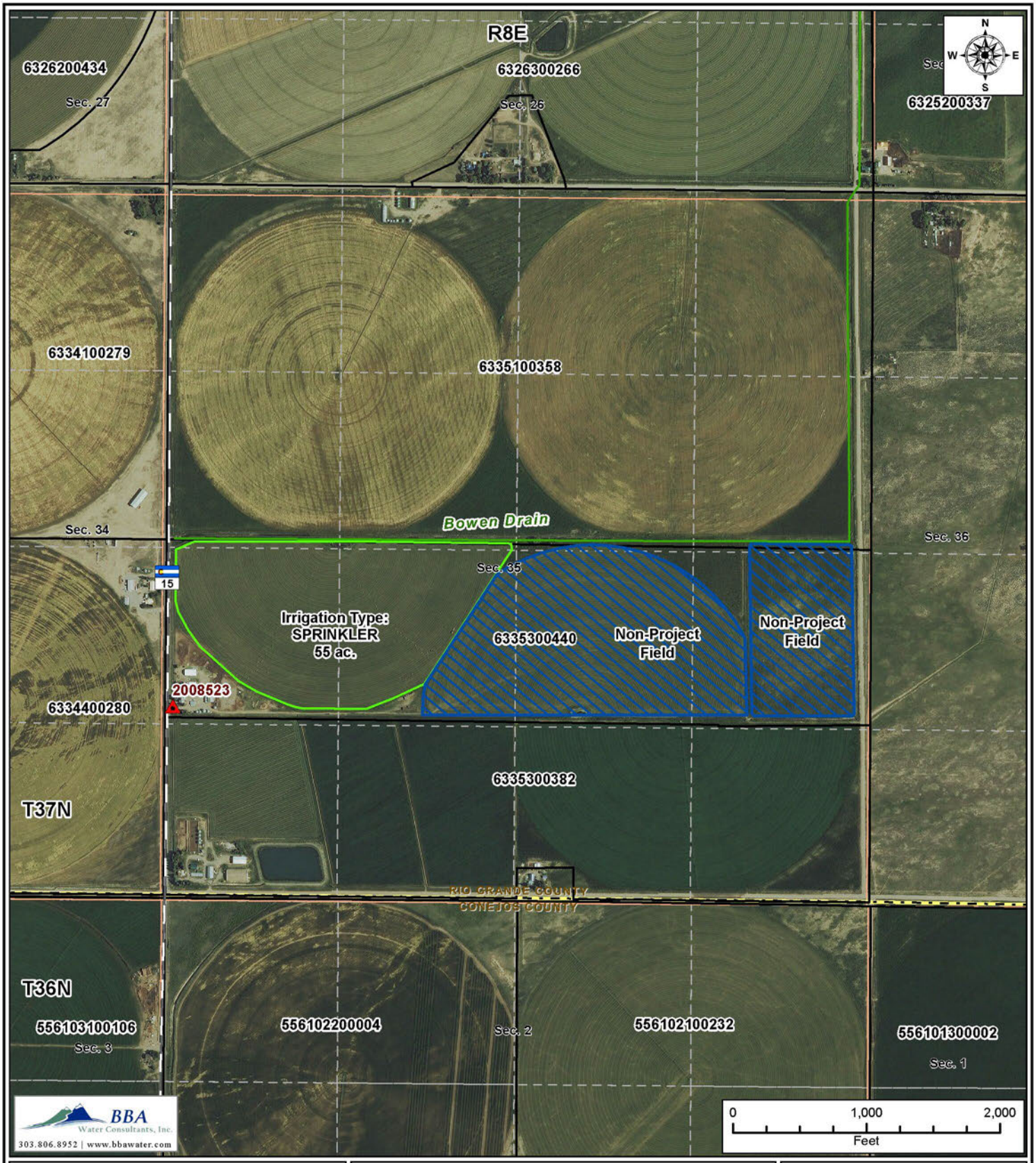


Figure 2
Jeff Washburn
Irrigated Lands
Location Map

Date: 6/28/2022 | Job No. 1505.02

Legend

- Subject Well Location (WDID)
- Farm Unit (PIN)
- 2022 Fallow Field
- Non-Project Field

Aerial Photo Date: 8/16/2013 NAIP USDA
Data Source: Rio Grande County, CDSS, CDOT, BLM, USGS

COLORADO

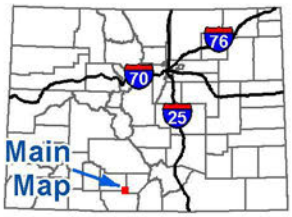




Figure 3
DeClerck Farms Irrigated Lands Location Map

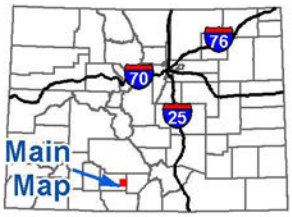
Date: 7/14/2022 | Job No. 1505.02

Legend

- Subject Well Location (WDID)
- Farm Unit (PIN)
- 2022 Fallow Field

Aerial Photo Date: 8/16/2013 NAIP USDA
Data Source: Rio Grande County, CDSS, CDOT, BLM, USGS

COLORADO



PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD") 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"). 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 138.51 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 138.51 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 138.51 acre-feet of water is [redacted] per acre-foot for a total purchase price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate in full, Seller shall retain title to the Stored Water and the Option Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 138.51 acre-feet of the transbasin water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water.

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

2. Seller's Obligations and Representations.

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

2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water.

2.3. Notice to Reservoir Owner. Upon RGWCD's payment as specified in paragraph 1.3 Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

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

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

To Seller: John H. Parker, II
[redacted]

To RGWCD: Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

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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

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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.

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Seller:

John A. Parker

Navajo Development Co., Inc.

3/11/19

Date

Accepted:

Rio Grande Water Conservation District

By: Greg Higel

Greg Higel

3/12/19

Date

Title: President

President

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District (RGWCD) and Navajo Development Co., Inc. and Linda and Frances Deture ("Sellers") as the owners of certain water to be diverted and stored in Rio Grande Reservoir during the 2019 irrigation year.

INTRODUCTORY RECITALS

A. The Sellers hold 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"). This water right will be stored in Rio Grande Reservoir during the 2019 irrigation year.

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

C. The RGWCD desires to purchase the entire volume of transmountain water, in excess of the needs of Sellers' Plan for Augmentation, diverted during 2019 and subsequently held in storage in Rio Grande Reservoir, ("Available Water") from Sellers 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 all Available Water.

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Sellers and the RGWCD, which date shall be the "Effective Date." If the RGWCD has not made full payment pursuant to this agreement as provided in paragraph 1.3, then the Agreement will terminate as provided in paragraph 1.4.

1.3. Purchase Price. The purchase price for the water made available to the RGWCD is [redacted] per acre-foot.

1.3.1 Within 30 days from the date the 2019 diversions of subject water right cease or from Water Division No. 3's end of irrigation season on the Rio Grande, Sellers must provide to the RGWCD a written accounting showing the quantity of Available Water. RGWCD will have 10 days from receipt of said accounting to provide written notice to Sellers that it either accepts such accounting or disagrees with some or all of the accounting.

1.3.2 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.1, the Parties will attempt, in good faith, to resolve the dispute within 10 days from Sellers' receipt of notice from the RGWCD. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.3. Within 10 days of the acceptance or resolution of dispute regarding the accounting

required in paragraph 1.3.1, RGWCD must pay to Sellers the total amount due to Sellers under this agreement, as determined by multiplying the total acre-feet of Available Water provided to RGWCD by the per acre-foot Purchase Price, above. Said date of payment is the Transfer Date of the Available Water

1.4. Failure to Pay. If the RGWCD fails to pay the purchase payment required herein when due, then this Agreement will terminate in full, Sellers shall retain title to the Available Water and the Option Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is the Available Water. After the Effective Date, the Sellers will not be entitled to use or dispose of any Available Water.

1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use or delivery of the Available Water.

2. Sellers' Obligations and Representations.

2.1. Seller's Title. Sellers represents that they are the owner of the water subject to this Agreement and that they have full power and authority to enter into this Agreement. Sellers further represents that they are 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. Sellers agree to stand evaporation and seepage losses occurring prior to the Transfer Date of the Available Water.

2.3. Notice to Reservoir Owner. On the Transfer Date of the Available Water, Sellers will notify the owner of Rio Grande Reservoir of the change in ownership of the Available 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 Available 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



To RGWCD: Cleave Simpson

General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Sellers' 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, Sellers' 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 Sellers or the RGWCD to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Sellers 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 Sellers 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 Sellers 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.

6.7. Litigation. If the Sellers 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. Sellers' Acknowledgment. Sellers certify that they have 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 Sellers by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Sellers except for written amendments or waivers executed by the Parties.

[redacted]

Sellers: John H. Parker Jr. — 12/17/19

Navajo Development Co., Inc. — **Date**

[illegible] — 12-17-2019

Linda and Francis Deture — **Date**

12-17-2019

Accepted: Francis LaTure

Rio Grande Water Conservation District

By: [signature] — 12-23-19

Date

Title: General Manager

TO: Subdistrict No. 6 Board of Managers

DATE: April 14, 2021

SUBJECT: Lease of RGWCD water currently stored in Rio Grande Reservoir

Dear Board of Managers for Subdistrict No. 6,

The Rio Grande Water Conservation District (RGWCD) has been accumulating a pool of water over the past few years for the purpose of leasing it back to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 6 leased 426.26 acre-feet of water the RGWCD currently held in storage in Rio Grande Reservoir. This water was leased from Navajo Development, Inc. during 2019. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water.

Subdistrict No. 6 leased the entire 426.26 acre-feet to cover their injurious depletions during the 2020 and 2021 ARP Years and any amount that remains in storage will remain under the control of Subdistrict No. 6 and may be used in future ARP Years. Any future need to lease some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

Amber Pacheco Acting Deputy General Mgr. 4/14/2021

Cleave Simpson
General Manager
Rio Grande Water Conservation District

Date

LEASE-TEMPORARY FALLOW AGREEMENT

On this 23day of January, 2026, this Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2026 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2026 through March 31, 2027, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2026 and continue in effect until March 31, 2027. However, any of the HCU generated during the 2026 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Dry-up Area during the entire 2026 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted/recorded to/by the Division of Water Resources for WDID 2005021 was 0.0 acre-feet on April 3rd, 2025, WDID 2005023 was 280.961 acre-feet on November 5th, 2025, and WDID 2008507 was 51.0 acre-feet on November 5th, 2025. Based on the limit allowed under this lease, the Owner's groundwater withdrawals from WDIDs 2005021, 2005023, and 2008507 should not exceed a combined 565.2 acre-feet at the end of the 2026 Irrigation Season. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 37.8 acre-feet from the Owner, of which 28.2 acre-feet is HCU, generated during the 2026 Irrigation Season as a result of fallowing the Dry-up Area during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Dry-up Area is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted] Total payment is due to Owner on or before July 31, 2026.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. The water subject to this Agreement is the HCU generated from the temporary fallowing of the Dry-up Area.

4.6. Title to Water Rights. Nothing in this agreement will be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

5. Lessor's Obligations and Representations. Owner represents that he is the owner of the

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Dry-up Area.

7. 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 Owner: Address: Rodney Reinhardt
[redacted]
Phone: [redacted]
E-mail: [redacted]

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must 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.

9.8. 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 Conejos County, State of Colorado.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

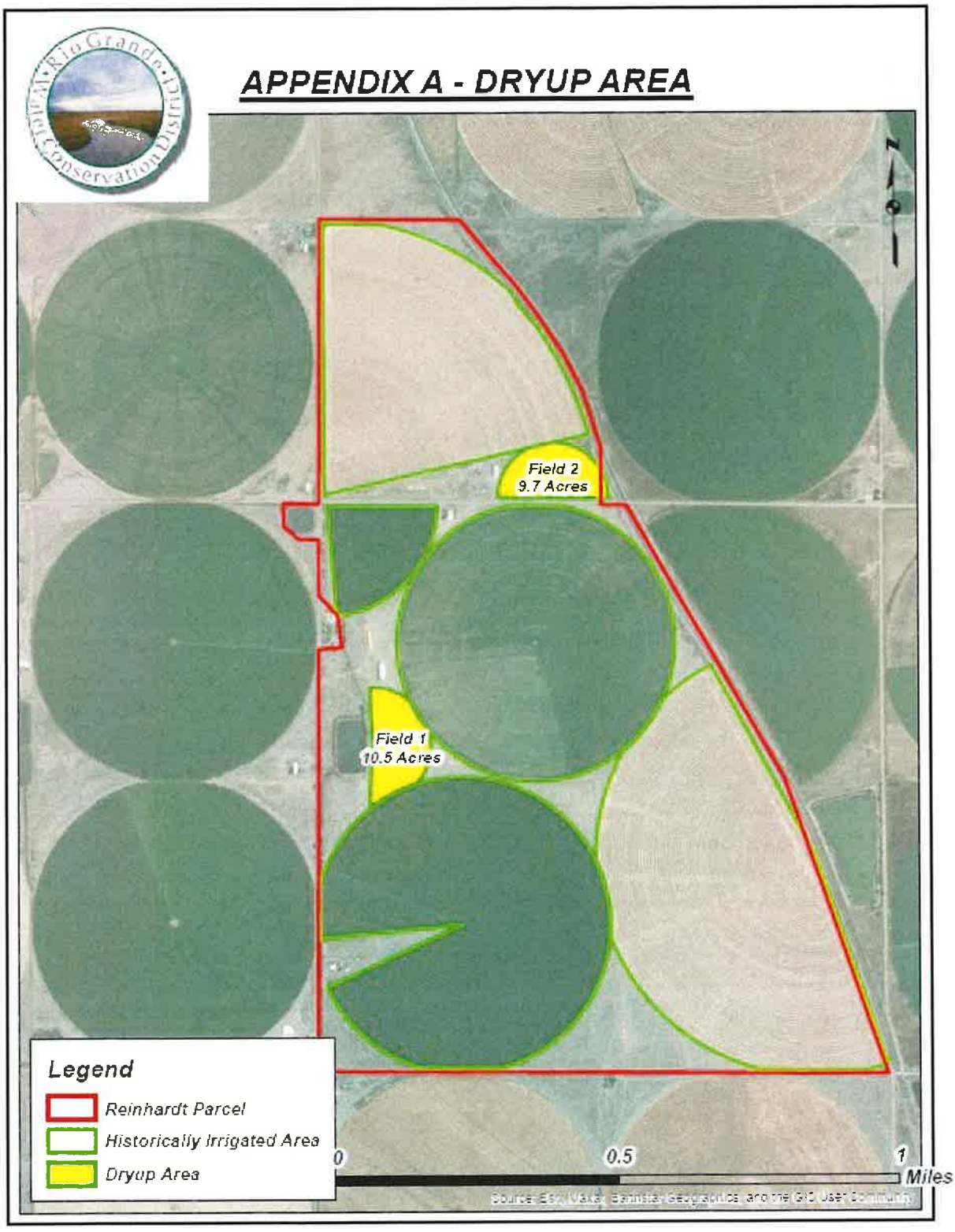
9.13. Owner's Acknowledgment. Owner certifies that he has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

By: _____ 1/23/26
Rodney Reinhardt **Date**

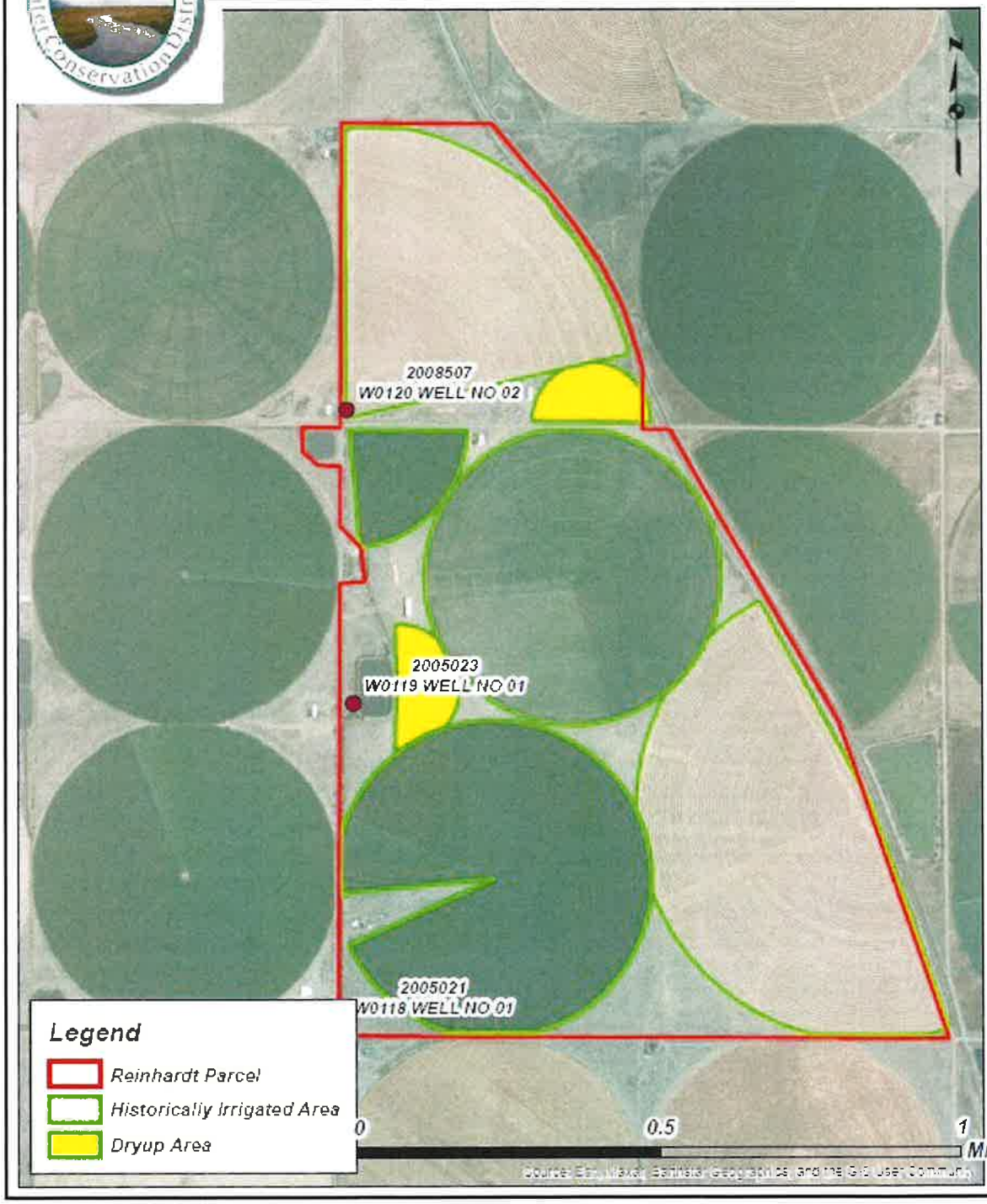
SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

By: _____ 1/23/26
Angelo Bellah, Program Manager **Date**

APPENDIX A - DRYUP AREA



APPENDIX B - PROPERTY WELLS



DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY
ARTHUR L. SAYRE

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
1660 LINCOLN STREET, SUITE 2720
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com
arthursayre@hillandrobbins.com

February 3, 2026

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Via DWR Portal

Re: **Request for a Renewal of a Substitute Water Supply Plan ending March 31, 2027 for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S.**

SWSP Plan ID 9441

Dear Mr. Ullmann,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from the date of approval to March 31, 2027. The $300.00 filing fee will be paid through the DWR portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A. This is the fourth request for a SWSP for this water.

This will be the fourth year operating under SWSP Plan ID 9441.

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure a 2026/2027 Annual Replacement Plan conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plan, but the approval of this SWSP does not have the

effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to change the use of the water rights to include augmentation and replacement of injurious depletions as use in accord with the Subdistrict No. 6 ARP. No other changes to the previous decrees are requested.

Subdistrict No. 6 will use the water changed under this SWSP as set forth in detail in Section III, below.

The Subdistrict will lease 37.8 acre-feet from the Lessee, which will provide for 28.2 acre-feet available to the Subdistrict for use to remedy injurious depletions under its ARP. Of the remaining 9.6 acre-feet of leased water, 3.8 acre-feet will be used to replace ditch losses and provide for return flows, while the other 5.8 acre-feet will be diverted for recharge as described in the Engineering Report. A copy of the Lease Agreement is attached as Exhibit B.

II. Change of Water Right.

The water rights to be changed are: 37.8 acre-feet of the storage rights of the Alamosa Creek Canal. The requested change is to change the purpose of use to include use in an annual replacement plan for remedy of injurious depletions directly, by exchange, or by storage in Terrace Reservoir for later release, and adding an alternative point of diversion for each water right. The exchange reach will be from the point of diversion of the ditch to the top of the Alamosa River reach as defined in the Rio Grande Decision Support System.

The Engineering Analysis supporting this change of use and establishment of historical consumptive use is attached as Exhibit C.

III. Operation of Plan.

The water right listed above, in combination with the other water rights to be listed as part of the overall water portfolio in the ARP, as required by the approved Plan of Water Management for Subdistrict No. 6, will be used to remedy injurious depletions through augmentation, replacement, or recharge, either directly or by exchange. This SWSP is intended to add additional purposes of use for the above listed water.

During the 2026 irrigation season, the historically irrigated acres identified in the Engineering Report attached as Exhibit C, will be fallowed and no further irrigation will take place on those acres during the 2026 irrigation season in order to provide the 37.8 acre-feet to the Subdistrict to remedy injurious depletions. The calculations used to determine the historical consumptive use of the fallowed acres are included in the Engineering Report. The historical

consumptive use from those acres will be used under the changed water rights requested herein in the manner described in the Engineering Report. In short, 28.2 acre-feet of the historical consumptive use will be left in the stream, or stored and released from Terrace Reservoir as direct replacement of injurious depletions or by exchange and/or diverted and recharged and the return flows to the stream used to remedy injurious depletions as shown in Exhibit C. All accounting of remedy of injurious depletions will be in a form acceptable to the division engineer.

Return flows attributable to the changed water, 5.8 acre-feet, will be diverted and recharged at a dedicated recharge facility near the original place of use, as detailed in the Engineering Report. This diversion and recharge will mimic the historical return flows from the changed water rights. The Subdistrict's right to use the recharge facility is attached as Exhibit D.

In order to assure no expansion of use under the other water held by the Lessee, Lessee's combined groundwater and Alamosa Creek Canal diversions will be limited as set forth in the Engineering report.

IV. Conclusion.

The Engineering analysis attached as Exhibit C shows that granting the SWSP request will not result in injury to any senior water rights. Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Arthur L. Sayre
Subdistrict No. 6
Arthur L. Sayre
Peter J. Ampe

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2026/2027 water year for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (February 3, 2026) this 3rd day of February 2026 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@LREwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM; patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org;

pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; cjjj2003@yahoo.com; mayatk30@gmail.com; kadr@bhgrlaw.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; cody.steuben@gmail.com; anthonyfarinacci@gmail.com; ryan.unterreiner@state.co.us; elizabeth.joyce@coag.gov; dmr247@gmail.com; andrea.bronson@dgslaw.com; AILIS.THYNE@STATE.CO.US; hayden@erccolorado.net; chris@rgwcd.org; rachel@kullmanwater.com; BECKY.BAILEY@LREWATER.COM; dthompson@somachlaw.com; executivedirector@headwatersalliance.org; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; cogreenacres@gmail.com; jon.erickson@state.co.us; kckennedy163@gmail.com; jason.brothers@summitwatereng.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; MATTHEW@MERRILLWATERLAW.COM; TAMMY@PKENTERPRISESINC.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; AJONES@PANDREWJONES.COM; stagecoach.office@gmail.com; jason@agro.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; bzivkovich@mhfd.org; tarn.udall@coag.gov; thegoldenhoof@icloud.com; javier.vargasjohnson@state.co.us; ltiedemann@bbawater.com; srsypher@gmail.com; STEVEW@SWWCD.ORG; mneale@fcgov.com; twinpeakllc19@gmail.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; matt.whittaker@icloud.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; Michael@ColoradoRiverEng.com; rpittinger@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; efahrney@bbawater.com; lakebum60@gmail.com; jallmon@live.com; JWelch@epcor.com; johnsdelatour@gmail.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; michael.eytel@ae2s.com; april@rgwcd.org; michelle.lanzoni@state.co.us; wadethenderson@gmail.com; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; jimjopustizzi@gmail.com; linda@lcwaterlaw.com; angelo@rgwcd.org; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; taylor@rgwcd.org; kathi.lapoint@corteva.com; johnj@white-jankowski.com; lratcliff@mbssllp.com; rggarcia3@gmail.com; webb81154@gmail.com; wellinspector@msn.com; eric.peterson@whitesandswater.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com;

mail@cjzwaterlaw.com; taosullivan@fredweberinc.com; tynerrye@gmail.com; adam.kremers@gmail.com; dana.showalter@coag.gov; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; kerry.major@state.co.us; clayton@agro.com; austin@waterexchange.com; jessica.valdez@state.co.us; KATHERINE.CARTER@BHGRLAW.COM; madison@quantumwaterco.com; aley@svolgeregroup.com; ALadd@dickinson-wright.com; LRatcliff@somachlaw.com; newearthcolorado@gmail.com; ADAM.CROWDER@STATE.CO.US; cosmo433@gmail.com; pjaacks@jjnrlaw.com; abonatogach@coloradowatertrust.org; sudeefloyd@me.com; AKEHRL@LYONSGADDIS.COM; john@hpkwaterlaw.com; nphelps@schnabel-eng.com; bcrowell@saguachecounty-co.gov; ed.armbruster@whitesandswater.com; amber.lidell@usda.gov; ashley.moffatt@spherosenv.com;

s/ *Arthur L. Sayre*
Arthur L. Sayre
Peter J. Ampe

EXHIBIT B

LEASE

EXHIBIT C

ENGINEERING REPORT
HISTORICAL CONSUMPTIVE USE

EXHIBIT D

RECHARGE FACILITY LEASE

RECHARGE POND LEASE AGREEMENT

This Agreement is made and entered into this _27___ day of __January_, 2026, by and between EXPO, LLC, a Colorado corporation (hereinafter referred to as "Expo"), and Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6").

RECITALS

WHEREAS, Expo is the owner of the Expo Recharge Pond, located in Section 22 in Township 36 North, Range 8 East, N.M.P.M., Conejos County, Colorado; and

WHEREAS, Expo operates the Recharge Pond for the purpose of covering its own Augmentation Plan needs by delivering water into the Recharge Pond in order to return water to the unconfined aquifer; and

WHEREAS, Subdistrict No. 6 enters into this Agreement with Expo to use its Recharge Pond to recharge up to twelve and one-tenth (12.1) acre-feet of water delivered from the Alamosa Creek Canal located on the Alamosa River ("Leased Water"). Subdistrict No. 6 has requested the use of the Leased Water for recharge in a substitute water supply plan ("SWSP"); and

WHEREAS, Expo is willing to allow Subdistrict No. 6 to recharge the Leased Water in its Recharge Pond, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. It is anticipated that the Leased Water will be recharged in such amounts as directed by Subdistrict No. 6 between May 1 and October 31, 2026, on a space-available basis.

2. Expo shall be solely responsible for all operation, maintenance and related costs associated with the Recharge Pond, and shall maintain full control of its daily operations. Expo shall have the final decision on when Leased Water can or will be recharged, provided however, that Expo shall make reasonable efforts to recharge the Leased Water at times requested by Subdistrict No. 6 during the 2026 Irrigation Season, subject to coordination with the Division Engineer's Office. Subdistrict No. 6 and Expo each agree that the most preferable time for delivery of the Leased Water is between May 1 and October 31, 2026. Each party agrees to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties.

3. Expo shall be responsible for accounting for the amount of Leased Water run through Expo's installed SDR Recorder and recharged in the Recharge Pond. Expo shall perform such

accounting and share it with Subdistrict No. 6 in such a manner that Subdistrict No. 6 is able to comply with the accounting obligations imposed by the Division Engineer in an approved SWSP. Subdistrict No. 6 shall be responsible for all other accounting requirements associated with its SWSP.

4. The compensation to be paid by Subdistrict No. 6 to Expo to recharge the Leased Water in the Recharge Pond consists of the following two parts:

a. Subdistrict No. 6 shall pay an Administration Fee of [redacted]

b. Subdistrict No. 6 shall pay a Recharge Fee of [redacted] per acre-foot for each acre-foot of Leased Water recharged in the Recharge Pond between May 1 and October 31, 2026. Expo shall invoice Subdistrict No. 6 no later than November 15, 2026, for the Administration Fee and the Recharge Fee due under this Agreement. Subdistrict No. 6 shall pay the invoice within 10 days of receipt.

c. If, for any reason, Subdistrict No. 6 does not use the Expo Recharge Pond for the purposes set forth herein, then no payment or fees will be due from Subdistrict No. 6 to Expo.

5. The term of this Agreement is for the period commencing on May 1, 2026, and ending on October 31, 2026.

6. Notice under this Agreement shall be sufficient if given in writing, or in person, or by phone or email addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other parties.

Subdistrict No. 6:
Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
e-mail: angelo@rgwcd.org
phone: 719-480-1272

EXPO, LLC:
15 Washington Street
c/o Mike Hulett
Monte Vista, Colorado 81144

e-mail: mike.hulett@farmfreshdirect.com
phone: 509.860.3084

7. By virtue of entering into this Agreement, Expo assumes no liability for Subdistrict No. 6's use of the Leased Water. Subdistrict No. 6 is responsible at its sole cost and expense for obtaining any and all local, state, or federal permits or approvals, if any, required for its storage and use of the Leased Water.

8. Subdistrict No. 6's use of Expo's facilities shall not create any rights of ownership or other property interests outside of this Agreement.

9. This Agreement does not and shall not be construed to modify any other agreements regarding Expo's Recharge Pond.

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

11. Miscellaneous Provisions.

a. 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 Expo or Subdistrict No. 6 to one another with respect to this Agreement.

b. 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, 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.

c. 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.

d. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Expo and Subdistrict No. 6. 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.

e. 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.

f. 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. Expo may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Expo, which consent shall not be unreasonably withheld.

g. 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.

h. 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.

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

j. 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.

IN WITNESS HEREOF, the parties have executed this Agreement on the signature dates indicated below, to take effect on the later of such signature dates.

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

By: _____ 1/28/26
Angelo Bellah, Program Manager — Date

Expo, LLC

By: _____ January 27, 2026
Date

Print Name: Michael Hulett

COLORADO
Division of Water Resources
Department of Natural Resources

August 23, 2023

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
1660 Lincoln Street, Suite 2720
Denver, CO 802647

Re: Alamosa Creek Canal and Special Improvement District No. 6 (Subdistrict 6) of the Rio Grande Water Conservation District Substitute Water Supply Plan
Section 14, T36N, R8E, N.M.P.M.
Water Division 3, Water District 20, Rio Grande County
SWSP ID 9441

Approval Period: August 23, 2023 to November 1, 2023
Contact phone number for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated May 11, 2023 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Special Improvement District No. 6 ("Subdistrict No. 6" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD")pursuant to § 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on May 11, 2023. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10029105) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to §37-92-308(5), C.R.S. In accordance with §37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first year of approval for this SWSP.**

SUBDISTRICT OPERATION

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division no. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to

avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No 6 (2018CV30014) to meet the requirements of the Subdistrict's Plan of Water Management ("Plan") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistrict; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict 6's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts, only after prior approval by the Division Engineer.

SWSP OPERATION

The SWSP is intended to change a portion of the waters historically applied to the Reinhardt farm to augmentation use by Subdistrict No. 6. A portion of Reinhardt property on the Alamosa Creek Canal located in Conejos County has been dried-up during the 2023 irrigation season to enable Subdistrict No. 6 to use the historical consumptive use ("HCU") water in their Annual Replacement Plan ("ARP"). The dry up area consists of 20.2 acres that were irrigated historically with a combination of surface, storage and groundwater. The water rights used for irrigation of the entire farm unit have historically been 53 shares of the total 366 Alamosa Creek Canal, corresponding share of storage water from Terrace Reservoir (42 acre-feet for this plan period), Well No. 1 of Case No. W-0118 (WDID 2005021), Well No. 1 of Case No. W-0119 (WDID 2005023), and Well No. 2 of Case No. W-0120 (WDID 2008507).

The fields to be dried up are two partial pivots consisting of 10.5 acres and 9.7 acres (Appendix B), located in portions of the SE1/4 of the SW1/4 of Section 11, and the SW1/4 of the NW1/4 of Section 14, both in Township 36N, Range 8E of the N.M.P.M. During normal years, operations start with direct deliveries to the farm from laterals of the Alamosa Creek Canal consisting of native waters supplemented upon request with deliveries from storage water to the farm from Terrace Reservoir and finally supplemented by pumping from the three confined aquifer wells noted above.

For purposes of this SWSP approval the historical consumptive use analysis was performed for years 2013-2020 for the 20.2 acres only. During the analysis period the dry-up area was used for both barley and alfalfa crops. Monthly diversion records from the Alamosa Creek Canal were obtained for all years of the study period for both direct flow water and water released from storage in Terrace Reservoir. Water losses along the canal were assumed to be 5% with a historical application efficiency of 83% as is typical for sprinkler application in the RGDSS.

The HCU attributed to surface water irrigation was calculated to be 30.3 acre-feet over the study period from 1913 through 2020 with 10.0 acre-feet designated as return flows and 1.7 acre-feet of ditch loss. The analysis performed for this SWSP approval only looked at the potential HCU from the 20.2 acres designated for dry-up.

Reinhardt Fallow Area - 2013-2020 - Monthly HCU Analysis Results

Month	Crop Demands (AF)	Farm Share of Total Diversion (AF)	Farm Delivery After Ditch Loss (AF)	Residual After Irrigation Efficiency (AF)	Total GW Diversion (AF)	Ditch Loss (AF)	Total Return Flow (AF)	Total Consuptive Use (AF)
Mar	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Apr	0.4	2.6	2.4	2.0	0.0	0.1	0.5	1.9
May	3.9	4.8	4.5	3.7	0.8	0.2	1.7	3.6
Jun	11.0	8.5	8.1	6.7	4.0	0.4	2.2	9.9
Jul	10.7	7.8	7.4	6.1	2.9	0.4	1.7	8.5
Aug	7.2	5.0	4.7	3.9	0.7	0.2	0.9	4.5
Sep	1.6	2.8	2.7	2.2	0.0	0.1	1.4	1.2
Oct	0.6	2.0	1.9	1.6	0.0	0.1	1.4	0.5
Nov	0.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0
Total	35.4	33.5	31.8	26.4	8.5	1.7	10.0	30.3

DEPLETIONS

During the 2023 irrigation season the applicants farm will continue to take deliveries of Alamosa Creek Canal water and pumping of the three confined aquifer wells but will not irrigate more than 516.2 acres on the remaining center pivots. In order to prevent expansion of use a limit will be placed on the volume of water that can be supplied to the remaining 516.2 acres from all available sources (surface and groundwater). The average supply of water to the farm during the study period from the three confined aquifer wells and Alamosa Creek Canal water was determined to be 1,070 acre-feet (2.0 acre-feet/acre).

The farm will be limited to the same average of 2.0 acre-feet/acre for 516.2 acres during the current SWSP approval period. Resulting in a limit in total irrigation diversion on the farm from all sources being 1,032 acre-feet. The applicant shall not divert a combination of surface and groundwater greater than 1,032 acre-feet during the current SWSP approval period.

REPLACEMENTS

Subdistrict No. 6 has entered into a lease agreement (attached) with Rodney Reinhardt to lease 42.0 acre-feet of water currently stored in Terrace Reservoir. Of the total lease volume, 30.3 acre-feet will be available to Subdistrict No. 6 for use in the current ARP. This water is storage that would have otherwise been deliverable to the farm under storage rights of the Alamosa Creek Canal during the 2023 irrigation year.

Replacement for both the ditch loss and the return flows will be required to mimic historic operations of the farm. The historical return flows associated with the dry-up parcels total 10.0 acre-feet and will be returned to the EXPO, LLC recharge facility located in the SE1/4 of the

NW1/4 of Section 22, Township 36N, Range 8 East of the NMPM (Appendix A). The remaining 1.7 acre-feet will be released and diverted into the Alamosa Creek Canal to cover historic ditch losses.

For purposes of this SWSP, approval of the Applicant's assumed ditch loss, study period and consumptive use factors associated with 20.2 acres of dry-up is being accepted. However, any additional SWSP requests must be accompanied by a historical consumptive use analysis that accounts for the total farm acreage consumptive use from all sources. The analysis should detail when and where the storage water was historically used and provide a more comprehensive total farm unit diversion pumping limitation.

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(5)(a)(IV)(A), C.R.S., the state engineer, after consideration of the comments received, has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to §37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of August 23, 2023 through November 1, 2023, unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of § 37-92-308(5)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **January 1, 2024**.

2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the <u>first</u> year of approval of this SWSP.**

3. The dryup period of this SWSP is the 2023 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. The 2023 irrigation season is projected to begin April 1 and end November 1, 2023.

4. Diversions are limited to a combined maximum of 1,032 acre-feet from all sources of water to the Reinhardt farm. This includes deliveries from the Alamosa Creek Canal, both river and storage deliveries, and the three confined aquifer wells Well No. 1 of Case No. W-0118 (WDID 2005021), Well No. 1 of Case No. W-0119 (WDID 2005023), and Well No. 2 of Case No. W-0120 (WDID 2008507). No additional uses of the water are allowed unless an additional SWSP is approved. All pumping and headgate totals must be verified with the water commissioner and the DWR subdistrict staff on a monthly basis.

5. Approval of this SWSP is for the purposes stated herein. Any subsequent applications requesting a second year approval must be accompanied by a historical consumptive use analysis that accounts for the total farm acreage consumptive use from all sources. The analysis should detail when and where the storage water was historically used and provide a

more comprehensive total farm unit diversion limitation. This office may not approve a second year of this SWSP without such an analysis.

6. For the purposes of this SWSP, the Applicant's methodology, claimed historical consumptive use, and StateCU parameters are being accepted. However, as Division 3 staff continue to assess the uses and operations, these values may be subject to modification.

7. This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No 6 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management as approved by the State Engineer. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict 6's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts, only after prior approval by the Division Engineer.

8. The Applicant shall perform an inspection and provide verification that the land associated with Fields 1 and 2 in this SWSP have been removed from irrigation during the term of this SWSP. Verification of dry-up must be in the form of an affidavit signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with the change of water right in this SWSP. **By October 31, 2023,** the Applicant shall provide an affidavit to the Water Commissioner and Division Engineer that confirms dry-up during the **2023** irrigation season.

9. The 10.0 acre-feet designated for recharge must be delivered to the EXPO, LLC recharge facility located in the SE1/4 of the NW1/4 of Section 22, Township 36N, Range 8 East of the NMPM (Appendix A). All recharge must be completed before the end of the irrigation season and prior to the Alamosa Creek Canal Expo lateral being physically unable to deliver such water to the recharge pit .

10. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. Well pumping must be metered and the meters must 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.

11. The Applicant shall provide accounting of water attributed to recharge, direct diversion and pumping from the wells. The daily accounting must be submitted on a monthly basis to DWR Division 3 via email. Please contact Michelle Lanzoni at michelle.lanzoni@state.co.us for all accounting with the subject line "Subdistrict No. 6 - Reinhardt SWSP". Accounting must be submitted within 7 days after the end of the month for which the accounting applies and included in all monthly accounting for SD6 ARP. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meters must be provided with the accounting. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. **Frequent, if not daily, contact with the Water Commissioner is required to ensure daily administration and to prevent injury to other parties.**

12. 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, Division 3 accounting staff, and Water Commissioner.

13. 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 permanent plan for augmentation (or change of water right), all use of water under this SWSP must cease immediately.

14. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an 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.

Should you have any questions, please contact Melissa van der Poel of this office or David Hofmann, Assistant Subdistrict Coordinator, in our Division 3 office in Alamosa at (719) 589-6683.

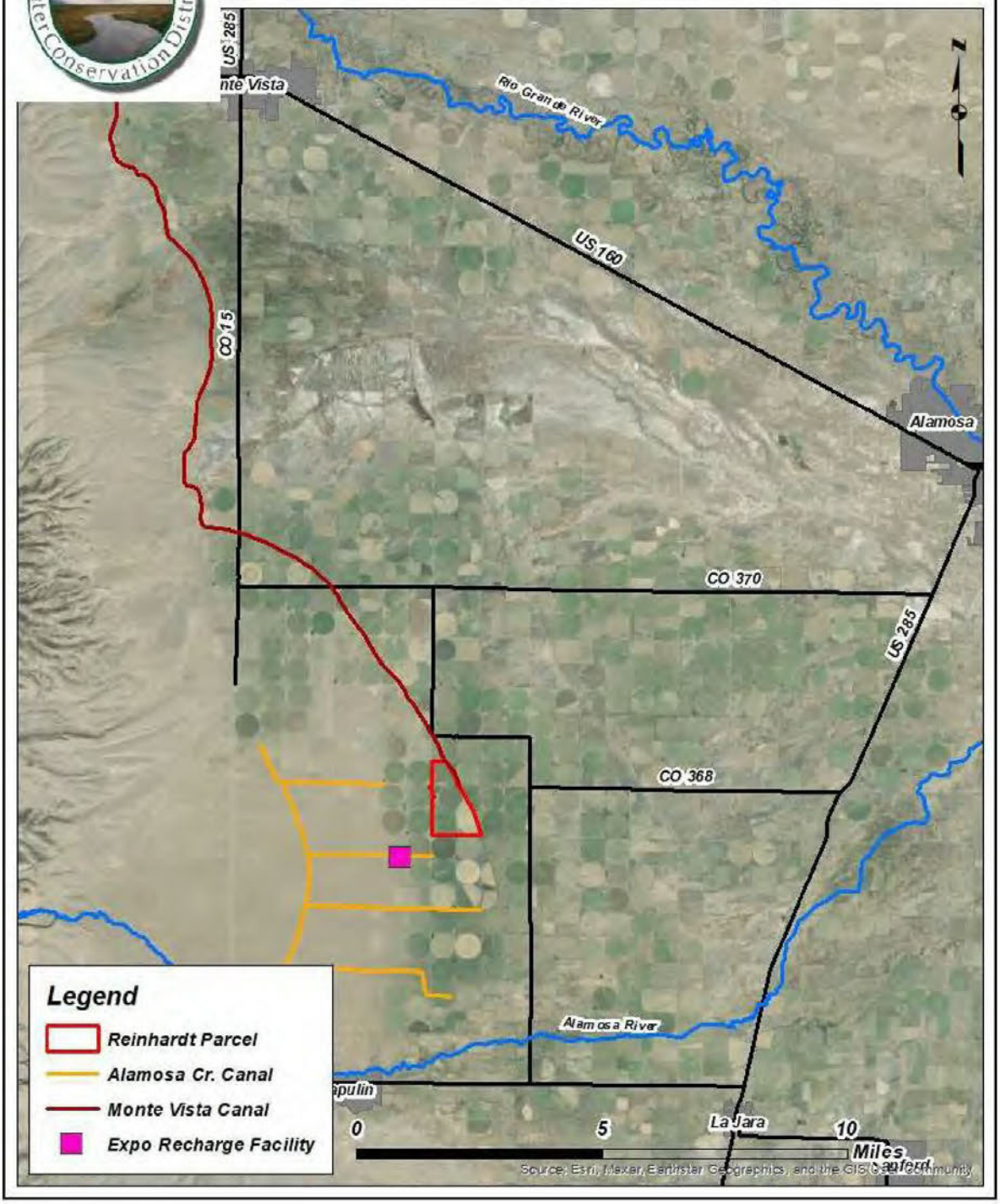
Sincerely,

Jeff Deatherage, P.E.
Water Supply Chief

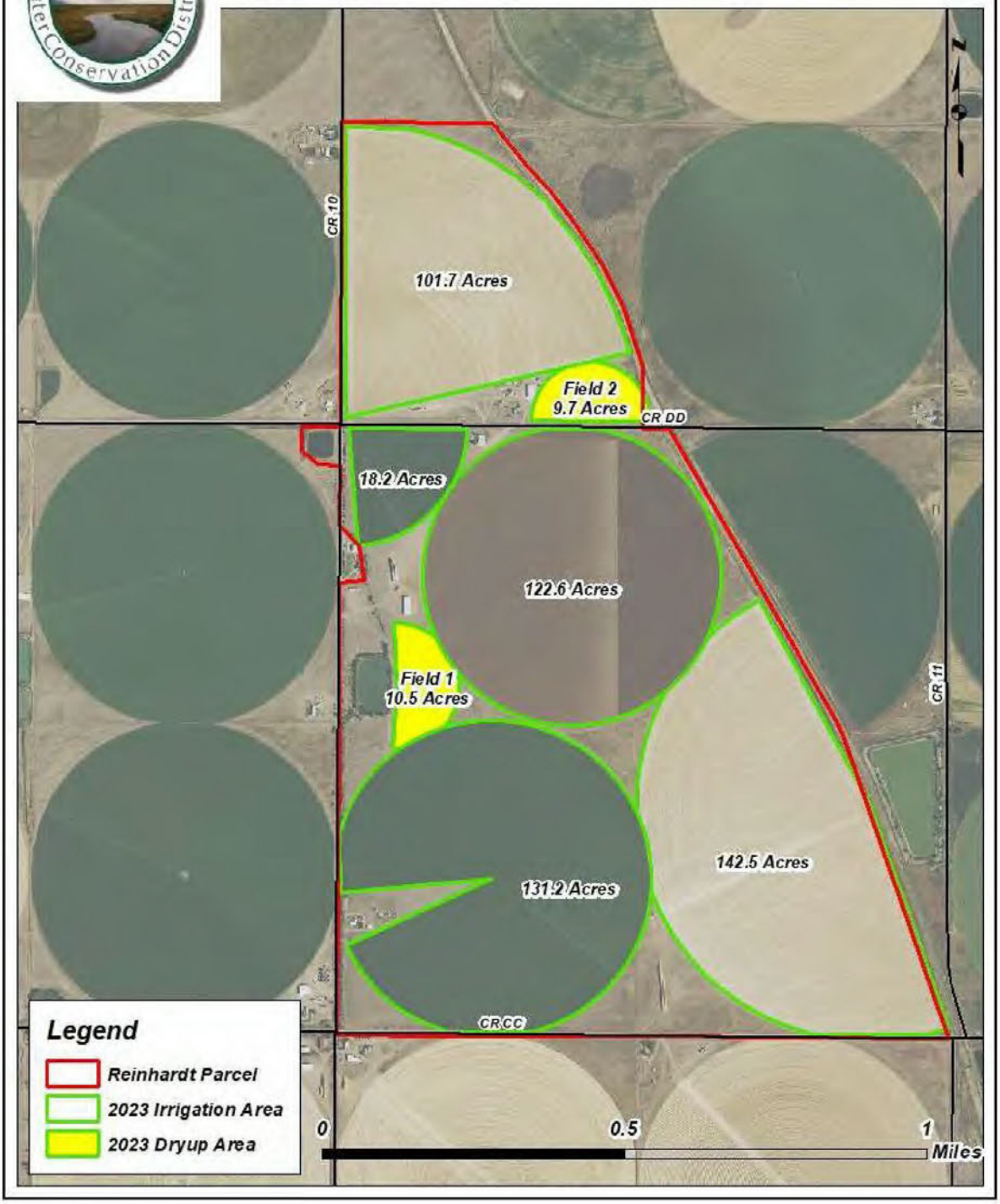
Attachments: Appendix A - Area Overview, Appendix B - Dry Up Area,
Lease-Temporary Fallow Agreement May 11, 2023
Recharge Pond Lease Agreement March 23, 2023

ec: Craig Cotten, Division 3 Engineer
Division 3 SWSP Review Team

APPENDIX A - AREA OVERVIEW



APPENDIX B - DRYUP AREA



LEASE-TEMPORARY FALLOW AGREEMENT

On this 11th day of May, 2023, this Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2023 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2023 through March 31, 2024, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2023 and continue in effect until March 31, 2024. However, any of the HCU generated during the 2023 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Designated Fields during the entire 2023 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted to Division of Water Resources for WDID 2005021 was 190.94 acre-feet on October 18th, 2022, WDID 2005023 was 2,452.67 acre-feet on November 1st, 2022, and WDID 2008507 was 756.96 acre-feet on November 1st, 2022. Based on the limit allowed under this lease, the Owner's combined diversions for all surface water rights associated with the Alamosa Creek Canal and Terrace Reservoir along with diversions from WDIDs 2005021, 2005023, and 2008507 should not exceed 1,032 acre-feet at the end of the 2023 Irrigation Season. If surface water is available to the Owner in excess of 1,032 acre-feet, Owner shall not be required to forgo the diversion of any surface water to which they are legally entitled. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 42.0 acre-feet from the Owner, of which 30.3 acre-feet is HCU, generated during the 2023 Irrigation Season as a result of fallowing the Designated Fields during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Designated Fields is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted]. Total payment is due to Owner on or before July 15, 2023.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. The water subject to this Agreement is the HCU generated from the temporary fallowing of the Designated Field.

4.6. Title to Water Rights. Nothing in this agreement is to be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Designated Field.

7. 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 Owner: Address: [redacted]

Phone:
E-mail:

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to

retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must

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.

9.8. 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.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

9.13. Owner's Acknowledgment. Owner certifies that he 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 Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

By: Rodney Reinhardt _____ 5/11/23 _____

Rodney Reinhardt **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

By: Angelo Bellah _____ 5/11/2023 _____

Angelo Bellah, Program Manager **Date**

RECHARGE POND LEASE AGREEMENT

This Agreement is made and entered into this 23rd day of March, 2023, by and between Expo, LLC, a Colorado corporation (hereinafter referred to as "Expo"), and Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6").

RECITALS

WHEREAS, Expo is the owner of the Expo Recharge Pond, located in Section 22 in Township 36 North, Range 8 East, N.M.P.M., Conejos County, Colorado; and

WHEREAS, Expo operates the Recharge Pond for the purpose of covering its own Augmentation Plan needs by delivering water into the Recharge Pond in order to return water to the confined aquifer; and

WHEREAS, Subdistrict No. 6 enters into this Agreement with Expo to use its Recharge Pond to recharge up to ten (10) acre-feet of water delivered from the Alamosa Creek Canal located on the Alamosa River ("Leased Water"). Subdistrict No. 6 has requested the use of the Leased Water for recharge in a substitute water supply plan ("SWSP"); and

WHEREAS, Expo is willing to allow Subdistrict No. 6 to recharge the Leased Water in its Recharge Pond, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. It is anticipated that the Leased Water will be recharged in such amounts as directed by Subdistrict No. 6 between May 1, 2023, and October 31, 2023, on a space-available basis.

2. Expo shall be solely responsible for all operation, maintenance and related costs associated with the Recharge Pond, and shall maintain full control of its daily operations. Expo shall have the final decision on when Leased Water can or will be recharged, provided however, that Expo shall make reasonable efforts to recharge the Leased Water at times requested by Subdistrict No. 6 during the 2023 Irrigation Season, subject to coordination with the Division Engineer's Office. Subdistrict No. 6 and Expo each agree that the most preferable time for delivery of the Leased Water is between May 1, 2023, and October 31, 2023. Each party agrees to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties.

3. Expo shall be responsible for accounting for the amount of Leased Water run through Expo's installed SDR Recorder and recharged in the Recharge Pond. Expo shall perform such accounting and share it with Subdistrict No. 6 in such a manner that Subdistrict No. 6 is able to

comply with the accounting obligations imposed by the Division Engineer in an approved SWSP. Subdistrict No. 6 shall be responsible for all other accounting requirements associated with its SWSP.

4. The compensation to be paid by Subdistrict No. 6 to Expo to recharge the Leased Water in the Recharge Pond consists of the following two parts:

a. Subdistrict No. 6 shall pay an Administration Fee of [redacted]

b. Subdistrict No. 6 shall pay a Recharge Fee of [redacted] per acre-foot for each acre-foot of Leased Water recharged in the Recharge Pond between May 1, 2023, and October 31, 2023. Expo shall invoice Subdistrict No. 6 no later than November 15, 2023, for the Administration Fee and the Recharge Fee due under this Agreement. Subdistrict No. 6 shall pay the invoice within 10 days of receipt.

5. The term of this Agreement is for the period commencing on May 1, 2023, and ending on October 31, 2023.

6. Notice under this Agreement shall be sufficient if given in writing, or in person, or by phone or email addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other parties.

Subdistrict No. 6:

Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
e-mail: angelo@rgwcd.org
phone: 719-480-1272

Expo, LLC:

15 Washington Street
c/o _____
Monte Vista, Colorado 81144
e-mail: _____
phone: _____

7. By virtue of entering into this Agreement, Expo assumes no liability for Subdistrict No. 6's use of the Leased Water. Subdistrict No. 6 is responsible at its sole cost and expense for obtaining any and all local, state, or federal permits or approvals, if any, required for its storage and use of the Leased Water.

8. Subdistrict No. 6's use of Expo's facilities shall not create any rights of ownership or other property interests outside of this Agreement.

9. This Agreement does not and shall not be construed to modify any other agreements regarding Expo's Recharge Pond.

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

11. Miscellaneous Provisions.

a. 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 Expo or Subdistrict No. 6 to one another with respect to this Agreement.

b. 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, 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.

c. 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.

d. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Expo and Subdistrict No. 6. 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.

e. 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.

f. 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. Expo may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Expo, which consent shall not be unreasonably withheld.

g. 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.

h. 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.

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

j. 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.

IN WITNESS HEREOF, the parties have executed this Agreement on the signature dates indicated below, to take effect on the later of such signature dates.

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

By: _____ 3/23/23
Angelo Bellah, Program Manager — Date

Expo, LLC

By: _____ 3/23/23
Date

LEASE-TEMPORARY FALLOW AGREEMENT

On this 11th day of May, 2023, this Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2023 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2023 through March 31, 2024, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2023 and continue in effect until March 31, 2024. However, any of the HCU generated during the 2023 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Designated Fields during the entire 2023 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted to Division of Water Resources for WDID 2005021 was 190.94 acre-feet on October 18th, 2022, WDID 2005023 was 2,452.67 acre-feet on November 1st, 2022, and WDID 2008507 was 756.96 acre-feet on November 1st, 2022. Based on the limit allowed under this lease, the Owner's combined diversions for all surface water rights associated with the Alamosa Creek Canal and Terrace Reservoir along with diversions from WDIDs 2005021, 2005023, and 2008507 should not exceed 1,032 acre-feet at the end of the 2023 Irrigation Season. If surface water is available to the Owner in excess of 1,032 acre-feet, Owner shall not be required to forgo the diversion of any surface water to which they are legally entitled. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 42.0 acre-feet from the Owner, of which 30.3 acre-feet is HCU, generated during the 2023 Irrigation Season as a result of fallowing the Designated Fields during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Designated Fields is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted] Total payment is due to Owner on or before July 15, 2023.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. The water subject to this Agreement is the HCU generated from the temporary fallowing of the Designated Field.

4.6. Title to Water Rights. Nothing in this agreement is to be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Designated Field.

7. 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 Owner: Address: [redacted]

Phone:
E-mail:

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to

retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must

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.

9.8. 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.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

9.13. Owner's Acknowledgment. Owner certifies that he 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 Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

By: Rodney Reinhardt _____ 5/11/23 _____

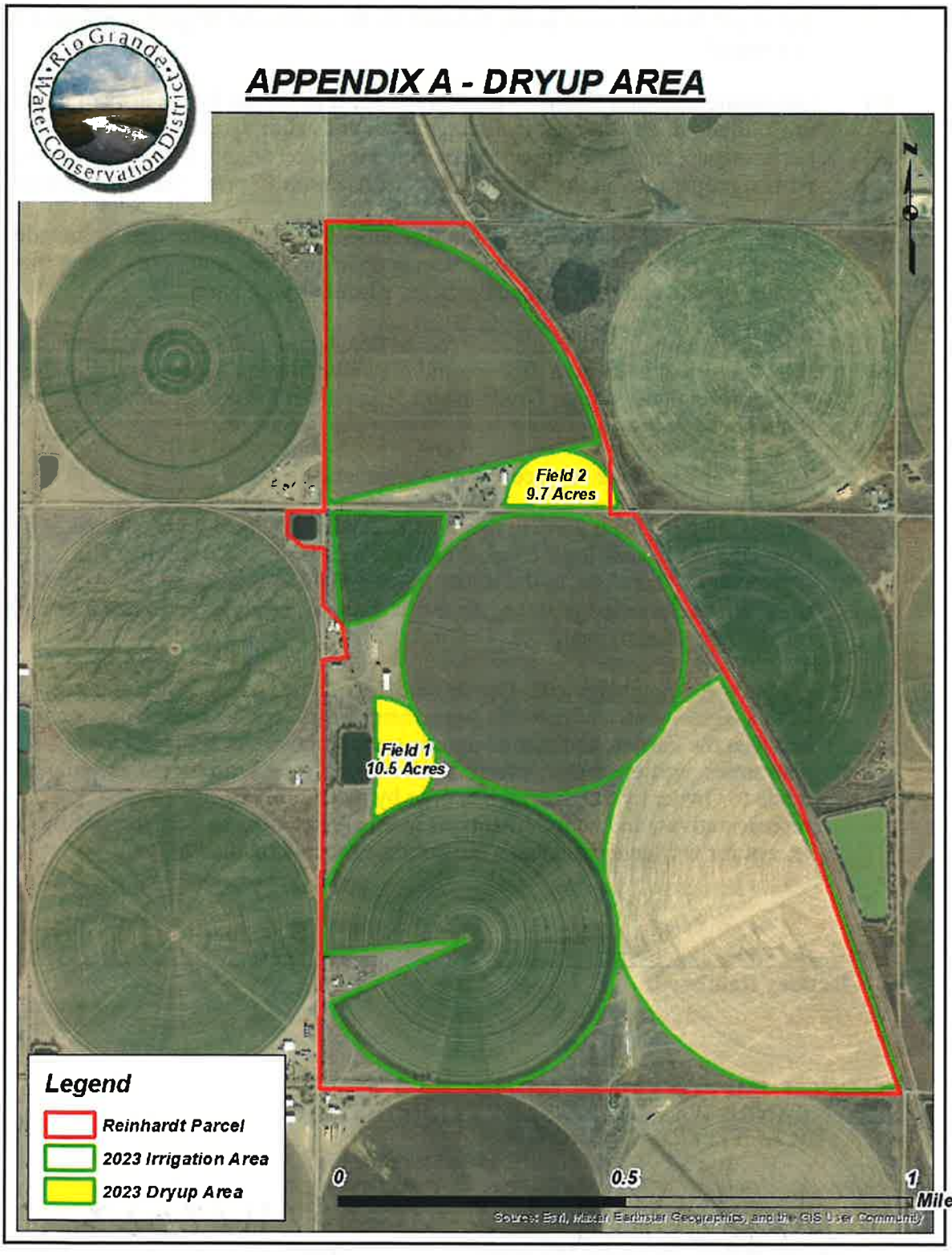
Rodney Reinhardt **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

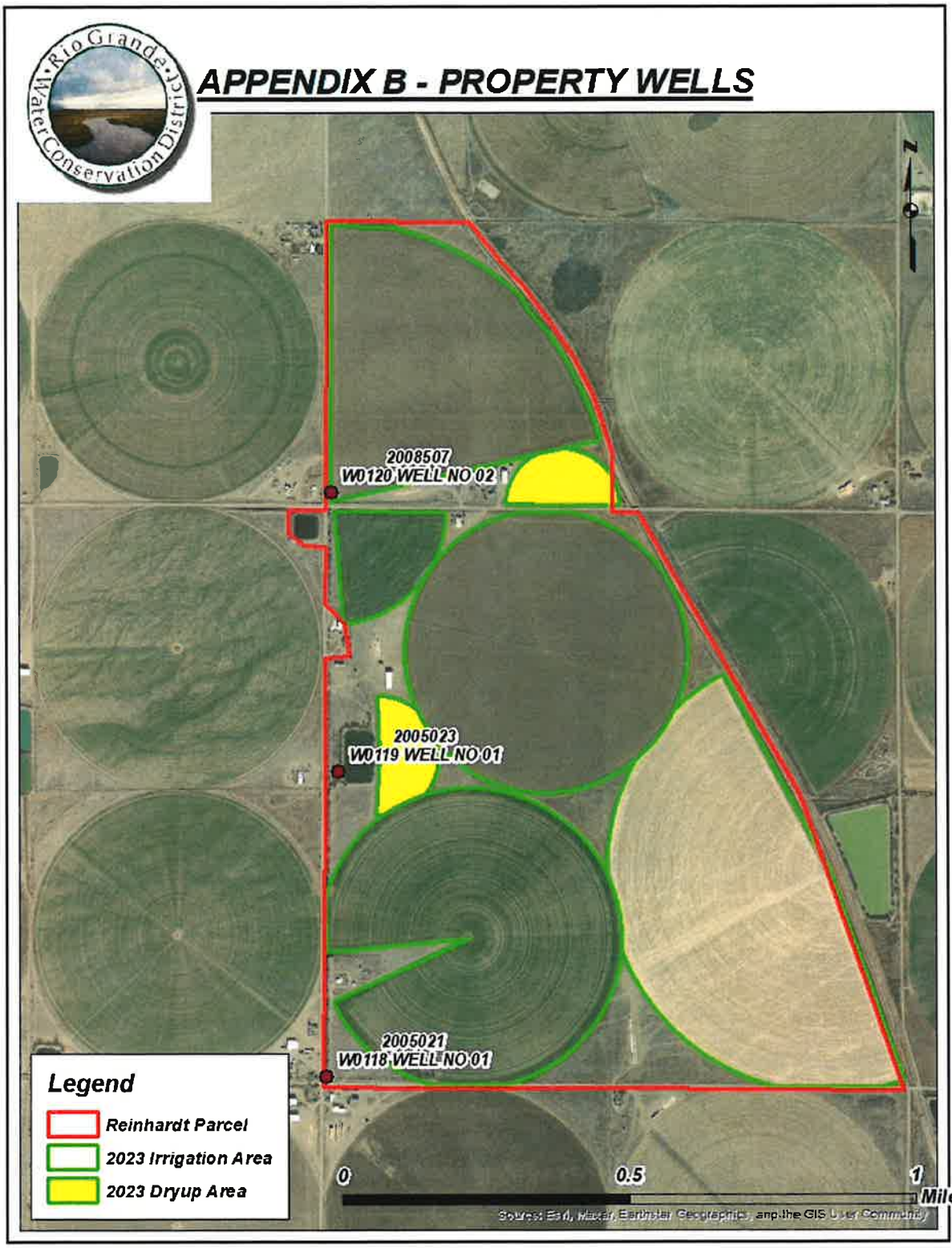
By: Angelo Bellah _____ 5/11/2023 _____

Angelo Bellah, Program Manager **Date**

APPENDIX A - DRYUP AREA



APPENDIX B - PROPERTY WELLS



DAVID W ROBBINS
PETER J AMPE
MATTHEW A MONTGOMERY

ROBERT F HILL (Ret)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
1660 LINCOLN STREET, SUITE 2720
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins com

May 11, 2023

Kevin Rein, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Via DWR Portal

Re: **Request for Approval of Substitute Water Supply Plan ending April 30, 2024 for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S.**

Dear Mr. Rein,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from the date of approval to April 30, 2024. The $300.00 filing fee will be paid through the DWR portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A. This is the first request for a SWSP for this water.

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure a 2023/2024 Annual Replacement Plan conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to change the use of the water rights to include augmentation and replacement of injurious depletions as use in accord with the Subdistrict No. 6 ARP. No other changes to the previous decrees are requested.

Subdistrict No. 6 will use the water changed under this SWSP as set forth in detail in Section III, below.

The Subdistrict will lease 42.0 acre-feet from the Lessee, which will provide for 30.3 acre-feet available to the Subdistrict for use to remedy injurious depletions under its ARP and the remaining 11.7 acre-feet will be used to replace ditch losses and provide for return flows. A copy of the Lease Agreement is attached as Exhibit C.

II. Change of Water Right.

The water rights to be changed are: 30.3 acre-feet of the storage rights of the Alamosa Creek Canal. The requested change is to change the purpose of use to include use in an annual replacement plan for remedy of injurious depletions directly, by exchange, or by storage in Terrace Reservoir for later release, and adding an alternative point of diversion for each water right. The exchange reach will be from the point of diversion of the ditch to the top of the Alamosa River reach as defined in the Rio Grande Decision Support System.

The Engineering Analysis supporting this change of use and establishment of historical consumptive use is attached as Exhibit B.

III. Operation of Plan.

The water right listed above, in combination with the other water rights to be listed as part of the overall water portfolio in the ARP, as required by the approved Plan of Water Management for Subdistrict No. 6, will be used to remedy injurious depletions through augmentation, replacement, or recharge, either directly or by exchange. This SWSP is intended to add additional purposes of use for the above listed water.

During the 2023 irrigation season, the historically irrigated acres identified in the Engineering Report attached as Exhibit B, will be fallowed and no further irrigation will take place on those acres during the 2023 irrigation season in order to provide the 42.0 acre-feet to the Subdistrict to remedy injurious depletions. The calculations used to determine the historical consumptive use of the fallowed acres are included in the Engineering Report. The historical consumptive use from those acres will be used under the changed water rights requested herein in the manner described in the Engineering Report. In short, 30.3 acre-feet of the historical consumptive use will be left in the stream, or stored and released from Terrace Reservoir as direct replacement of injurious depletions or by exchange and/or diverted and recharged and the

return flows to the stream used to remedy injurious depletions as shown in Exhibit B. All accounting of remedy of injurious depletions will be in a form acceptable to the division engineer.

Return flows attributable to the changed water, 10.0 acre-feet, will be diverted and recharged at a dedicated recharge facility near the original place of use, as detailed in the Engineering Report. This diversion and recharge will mimic the historical return flows from the changed water rights. The Subdistrict's right to use the recharge facility is attached as Exhibit D.

In order to assure no expansion of use under the other water held by the Lessee, Lessee's combined groundwater and Alamosa Creek Canal diversions will be limited as set forth in the Engineering report.

IV. Conclusion.

The Engineering analysis attached as Exhibit B shows that granting the SWSP request will not result in injury to any senior water rights. Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter J. Ampe
Subdistrict No. 6
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2022/2023 water year for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (May11, 2023) this 11th day of May 2023.

s/ *Peter J. Ampe*
Peter Ampe

EXHIBIT B

ENGINEERING REPORT
HISTORICAL CONSUMPTIVE USE

Rio Grande Water Conservation District
8805 Independence Way • Alamosa, Colorado 81101
Phone: (719) 589-6301 • Fax: (719) 992-2026
Protecting & Conserving San Luis Valley Water

May 11, 2023

Mr. Kevin Rein, P.E.
Division of Water Resources
1313 Sherman St., Room 821
Denver, CO 80203

Mr. Craig Cotten, P.E.
Water Division Three
Colorado Division of Water Resources
301 Murphy Drive
Alamosa, CO 81101

Dear Mr. Rein and Mr. Cotton,

This Historic Consumptive Use (HCU) Analysis has been prepared to show the amount of consumptive use historically associated with a portion of a farm (Farm) in Conejos County that will be fallowed for the 2023 irrigation season. This analysis is intended to support a Substitute Water Supply Plan (SWSP) request, filed pursuant to CRS 37-92-308(5). The SWSP request is for a change in the type and place of use of water rights detailed below. The Farm's owner (Owner) will allow the Rio Grande Water Conservation District's Special Improvement District #6 (Subdistrict) to lease the amount of water normally applied to the irrigated land and use the HCU portion for paying stream depletions caused by groundwater withdrawals. Details regarding the method for determining the amount of HCU credit available to the Subdistrict are presented below.

The requested period of approval for the SWSP is April 1, 2023 through March 31, 2024

Project Description

The Subdistrict is responsible to remedy injurious depletions to certain streams listed in its Annual Replacement Plan (ARP) that are a result of groundwater withdrawals being made by wells listed in the ARP. One such stream is the Alamosa River. This SWSP request is intended to change the use of 30.3 AF of water that is currently stored in Terrace Reservoir and allow for it to be used as augmentation water for the Subdistrict.

Project Location

The Farm participating in this project is comprised of 652.5 acres located in Sections 11 and 14 of Township 36N, Range 8E, NMPM in northern Conejos County, immediately west of the Monte Vista Canal. Of the total acreage, 536.4 acres is irrigated by 7 center pivot systems, ranging in size from 9.7 acres to 142.5 acres. The remainder of the land is not used for crop production and is not irrigated. An overview map is shown in Appendix A.

Of the 7 center pivots located on the property, the Owner will fallow the two smallest pivots for the 2023 irrigation season. The larger field (Field 1) is a 10.5 acre half-circle located in the NW ¼ of 14-36-8. The smaller field (Field 2) is 9.7 acre half-circle located in the SW ¼ of 11-36-8. Together, Fields 1 and 2 form the dry-up area, comprised of 20.2 acres, or 3.77% of the total irrigated area on the Farm. The dry-up area is shown in Appendix B.

Crop History

Cropping history on the Farm has been dominated by alfalfa and barley crops in the past. This analysis covers years 2013-2020, inclusive of all intervening years. During the analysis period, the dry-up area was used for both barley and alfalfa crops, however barley was grown more of the time than alfalfa. Prior to 2013 more of the area was used for alfalfa, which consumes more water than barley, and as a result this analysis will be a conservative estimate of the true HCU available.

Records of crops grown during the study period were obtained from the Owner and verified with satellite imagery for years that imagery is available. The cropping history is shown in Appendix H.

Analysis Period

For the purposes of this SWSP, the HCU analysis was done for years 2013-2020, inclusive. Crop types before 2013 tended to be more alfalfa and the method of irrigation was flooding. The area flooded in Fields 1 and 2 were greater than the areas currently covered by center pivots. Because the crop type tended to be alfalfa and the irrigated area larger under Fields 1 and 2, the selected analysis period is consistent with or conservative to periods before 2013. Also, as shown in Appendix C, the analysis period covers an array of climatic conditions. Alamosa River flows ranged from a low of 32,900 AF in 2013 to a high of 98,700 AF in 2019. This analysis period covers wet, dry and average years, as those terms relate to the water supplies for this farm.

Water Supplies

Farm water sources consist of two separate water sources from the Alamosa River and three confined aquifer wells located on the Farm. All water from the Alamosa River (Surface Water) is delivered to the Farm via the Alamosa Creek Canal. The Surface Water delivered consists of both the Alamosa Creek Canal's various direct flow water rights as well as the Alamosa Creek Canal's portion of water stored in Terrace Reservoir pursuant to the reservoir's storage rights. Surface Water from both sources is allocated to the Farm based on the Farm's ownership of 53 shares out of the total outstanding 366 Alamosa Creek Canal shares. Both fields that will be fallowed for 2023 are within the historic area legally serviced by the Alamosa Creek Canal.

Monthly diversion records for the Alamosa Creek Canal were obtained from the Division of Water Resources (DWR) for all years of the study period for both direct flow water and water released from

storage. Water losses along the canal are assumed to be minimal, at 5%, due to significant portions of the canal being concrete lined above the Farm's headgate. Historic application efficiency was assumed to be 83%, which is the typical RGDSS efficiency for sprinkler applications.

Along with water from the Alamosa Creek Canal, the dry-up area has also been historically irrigated with water from the three confined aquifer wells shown in Appendix E. Each well is metered separately and then may be co-mingled together along with the Farm's other Surface Water. All water from the wells and from the Alamosa Creek Canal is collected together into two centrally located reservoirs which each serve their respective center pivots. Fields 1 and 2 draw from separate reservoirs and do not have meters to specifically measure their usage, and therefore the amount of water assumed to be historically available to the dry-up area was based on the ratio of acres within the dry-up to the total irrigated acres on the Farm for both surface water and groundwater. As mentioned above, this amount is 20.2 acres out of 536.4 acres, or about 3.7%. Farm water supplies are summarized in Appendix E

Soil Profile

The soil profile is assumed to be 1.5 feet in depth, though the true amount is likely much more for alfalfa, thus resulting in a conservative approach to this analysis. The soil moisture holding capacity is assumed to be 0.72 in/ft which is consistent with soil types found in the dry-up area. Soil types and water holding capacities for the dry-up area are shown in Appendix D.

Climate Station

StateCU was used to determine the amount the crop water demands on a monthly basis for the duration of the study period. Precipitation and climate data from the Waverly 1W climate station were used by StateCU to determine total crop irrigation needs. A summary of annual irrigation needs for the crops grown in the dry-up area is shown in Appendix F.

Analysis Method

This analysis is based on a monthly water budget. For each month of the analysis period, crop demands were compared to available water supplies. Crop demand is the total potential crop evapotranspiration less any precipitation received in a particular month. Water supply is the amount of groundwater and Surface Water available to the Farm in that month, based on diversion records. If excess Surface Water was available to the Farm in any particular month above and beyond the amount required by the crop, then the excess amount was assumed to be stored in the soil profile and would be available for usage by the crop within that same year if water supply was insufficient in a future month. If Surface Water and water available from the soil profile were insufficient to meet the crop demands, then it was assumed that groundwater would have been used to cover any deficit in supply, up to the pro rata amount of groundwater available to the dry-up area.

Prior to the analysis period the irrigation method was flood irrigation instead of center pivot irrigation and the area irrigated does not exactly match the area irrigated by the existing center pivots. An analysis was also completed using the same methods outlined above, but with an irrigation efficiency of 60% on the areas that were actually irrigated at that time. That analysis resulted in a consumptive use number that was about 1% higher than the one determined in the 2013-2020 analysis period, and so the selected analysis is consistent with or conservative to other historic periods of irrigation.

Analysis Results

The results of this analysis using the methods and assumptions outlined above indicate that the 20.2 acre dry-up area, consisting of Field 1 and 2, has an HCU of 30.3 AF/year. Of the total 42.0 AF leased from the Owner, 30.3 AF is the amount of water that will be available to the Subdistrict for the use of remedying injurious depletions on the Alamosa River.

As a result of irrigation efficiency being less than 100% and excess water being available in some months above crop demands, the Farm has historically generated a return flow. This analysis indicates that the return flow associated with the dry-up area is 10.0 AF. 100% of these return flows are assumed to accrue to the aquifer immediately underlying the farm and some portion of that return flow eventually accrues to local stream systems. No analysis has been done to show when and where these stream accretions would occur, and as such the on-farm return flows must be continued in a manner that mimics historic return flows to ensure no injury to any vested water rights. Results are summarized in Appendix G.

SWSP Operation

The Subdistrict proposes to operate this SWSP in the following manner that will prevent injury to any vested water rights and will also prevent any expansion of use. In order to prevent injury or expansion of use the Subdistrict will ensure that 10.0 AF is delivered to a nearby recharge facility during the 2023 irrigation season and that limitations are set on the Farm's groundwater withdrawals that reflect a reduced number of irrigated acres.

Return Flows

As noted in the analysis above, the historic return flows associated with the dry-up parcel totaled 10.0 AF. This SWSP proposes to mimic this return flow by recharging 10.0 AF of the leased water at a dedicated recharge facility located in the SE ¼ of the NW ¼ 22-36N-8E NMPM. The recharge site is located approximately 1 mile from the Farm and is owned by EXPO, LLC and is used to recharge their water pursuant to 14CW3027. The site is shown as the Expo Recharge Facility in Appendix A. Water recharged at the Expo site will be measured in a manner acceptable to the Division Engineer and shall total at least 10.0 AF.

Groundwater Limitations

In order to prevent expansion of use, a limit will be placed on total groundwater that may be withdrawn by the Owner. Average total Farm diversion from the wells and Alamosa Creek Canal combined total 1,070 AF, or an average of 2.0 AF/acre. The Owner will be limited to this same amount for the 2023 growing season, resulting in total irrigation diversion on the Farm from all sources being limited to 1,032 AF based on an irrigated acreage of 516.2 acres. If the total amount of Surface Water available is greater than 1,032 AF, the Owner will not be required to pass the additional water to other users but will not be allowed use the wells for irrigation. If the amount of Surface Water is less than 1,032 AF, the Owner may use the wells for irrigation if the Farm's total irrigation diversions are less than 1,032 AF during the 2023 irrigation season.

Leased Water Allocation

The Subdistrict will lease 42.0 AF from the Owner that will be comprised of water that would have otherwise been deliverable to the Farm under the storage rights of the Alamosa Creek Canal. Of the leased amount, 30.3 AF will be available to remedy daily stream depletions. This is equivalent to the CU that is being eliminated by drying up Fields 1 and 2. To cover ditch losses, 1.7 AF of the leased reservoir water will be returned to the other shareholders of the Alamosa Creek Canal and will be allowed to flow in that canal to cover any ditch losses. The remaining 10.0 AF will be diverted at the Expo recharge facility and recharged as outlined above. The Owner will be able to divert the remaining reservoir water normally attributable to the Farm and will continue diverting the Farm's full share of Alamosa Creek Canal water.

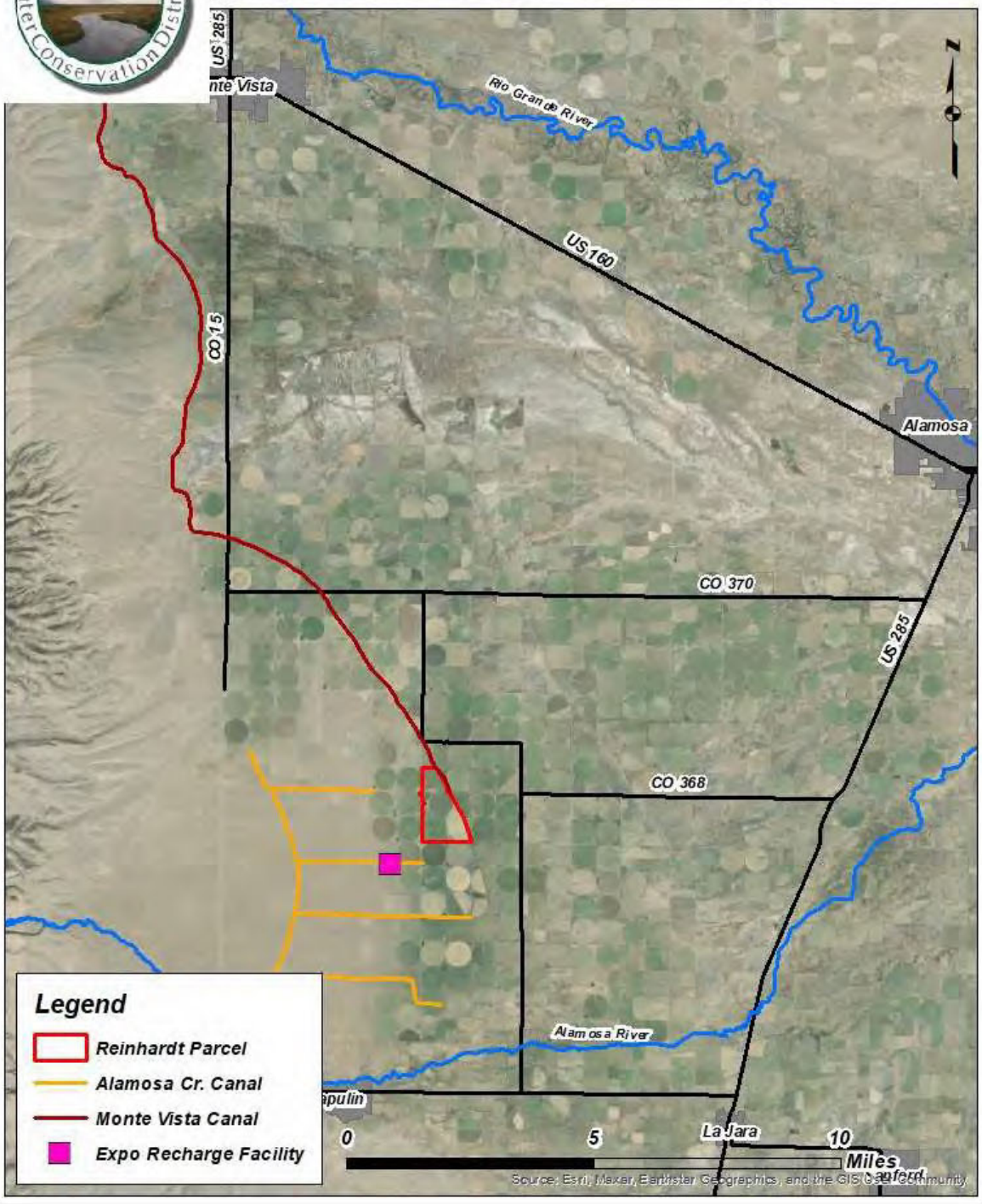
Please contact us with any questions or concerns.

Sincerely,
Rio Grande Water Conservation District

APPENDIX A

Property Overview Map

APPENDIX A - AREA OVERVIEW



APPENDIX B

Dry-up Area Map

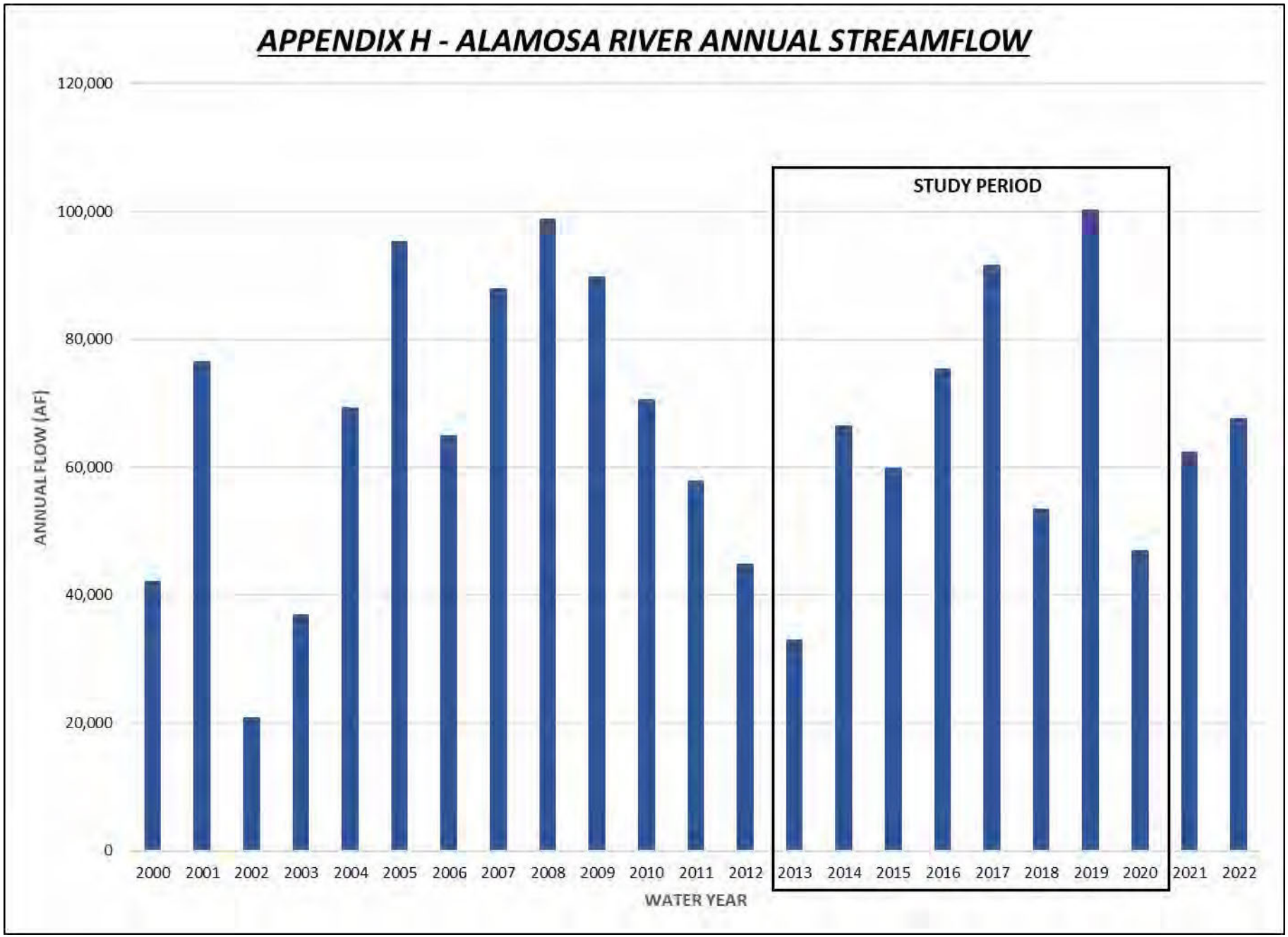
APPENDIX B - DRYUP AREA



APPENDIX C

Alamosa River Streamflow History

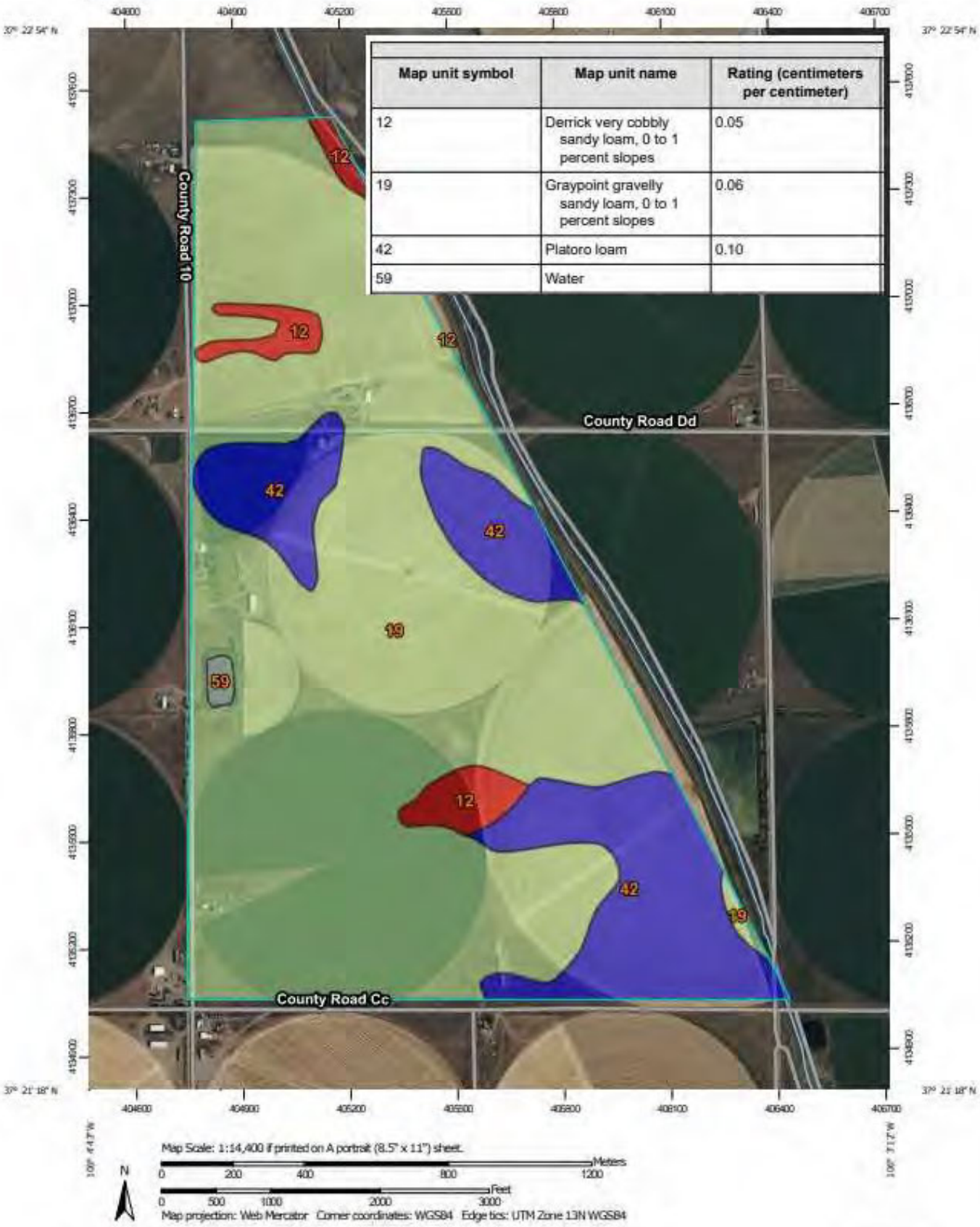
APPENDIX H - ALAMOSA RIVER ANNUAL STREAMFLOW



APPENDIX D

Soil Type Map

Available Water Capacity—Conejos County Area, Colorado
(Reinhardt Parcel)



Map unit symbol	Map unit name	Rating (centimeters per centimeter)
12	Derrick very cobbly sandy loam, 0 to 1 percent slopes	0.05
19	Graypoint gravelly sandy loam, 0 to 1 percent slopes	0.06
42	Platoro loam	0.10
59	Water	

Map Scale: 1:14,400 if printed on A portrait (8.5" x 11") sheet.

Meters: 0 200 400 800 1200

Feet: 0 500 1000 2000 3000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

APPENDIX E

Water Supply Tables

Alamosa Creek Canal - Dryup Area Share of Total Diversion (AF)										
Year	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	**Total**
2020	0.0	2.3	6.0	7.1	7.2	3.3	2.1	0.9	0.0	**28.9**
2019	0.0	2.6	4.7	14.0	12.4	7.7	4.5	3.4	0.0	**49.3**
2018	0.1	3.1	5.2	7.8	7.6	4.0	0.9	0.7	0.1	**29.5**
2017	0.0	3.6	5.5	10.7	9.9	5.4	5.1	3.0	0.1	**43.3**
2016	0.0	2.6	4.7	9.9	8.7	5.2	2.9	2.5	0.0	**36.4**
2015	0.0	2.2	3.6	6.2	5.9	5.8	2.0	1.5	0.0	**27.2**
2014	0.0	2.5	5.2	8.1	6.2	5.1	2.1	2.2	0.0	**31.3**
2013	0.0	1.6	3.2	4.1	4.4	3.3	2.9	2.1	0.0	**21.7**
Average	**0.0**	**2.6**	**4.8**	**8.5**	**7.8**	**5.0**	**2.8**	**2.0**	**0.0**	**33.5**

Groundwater - Dryup Area Share of Total Diversion (AF)					
	2005021	2005023	2008507	Parcel	Dryup Area
Year	W0118 WELL NO 01	W0119 WELL NO 01	W0120 WELL NO 02	Total	Share
2020	0.0	329.5	69.7	399.2	15.0
2019	0.0	36.8	3.9	40.8	1.5
2018	0.0	288.3	40.9	329.1	12.4
2017	0.0	30.6	4.5	35.1	1.3
2016	1.8	97.1	8.1	106.9	4.0
2015	1.0	77.1	22.3	100.5	3.8
2014	22.2	163.0	66.9	252.1	9.5
2013	83.3	304.2	160.9	548.5	20.7
Average	**13.5**	**165.8**	**47.1**	**226.5**	**8.5**

APPENDIX F

StateCU Results

StateCU Blaney-Criddle Results				
Alfalfa				
Year	Climate Station	Evapotranspiration (ft)	Precipitation (ft)	**Irrigation Water Requirement (ft)**
2013	Waverly	2.78	0.55	**2.23**
2014	Waverly	2.67	0.36	**2.31**
2015	Waverly	2.77	0.56	**2.21**
2016	Waverly	2.69	0.29	**2.39**
2017	Waverly	2.72	0.55	**2.18**
2018	Waverly	3.01	0.37	**2.64**
2019	Waverly	2.58	0.39	**2.19**
2020	Waverly	2.94	0.47	**2.47**

StateCU Blaney-Criddle Results				
Small Grains				
Year	Climate Station	Evapotranspiration (ft)	Precipitation (ft)	**Irrigation Water Requirement (ft)**
2013	Waverly	1.80	0.32	**1.47**
2014	Waverly	1.73	0.27	**1.46**
2015	Waverly	1.78	0.40	**1.39**
2016	Waverly	1.79	0.25	**1.54**
2017	Waverly	1.75	0.36	**1.39**
2018	Waverly	1.76	0.24	**1.53**
2019	Waverly	1.74	0.29	**1.45**
2020	Waverly	1.75	0.27	**1.48**

APPENDIX G

Analysis Summary Tables

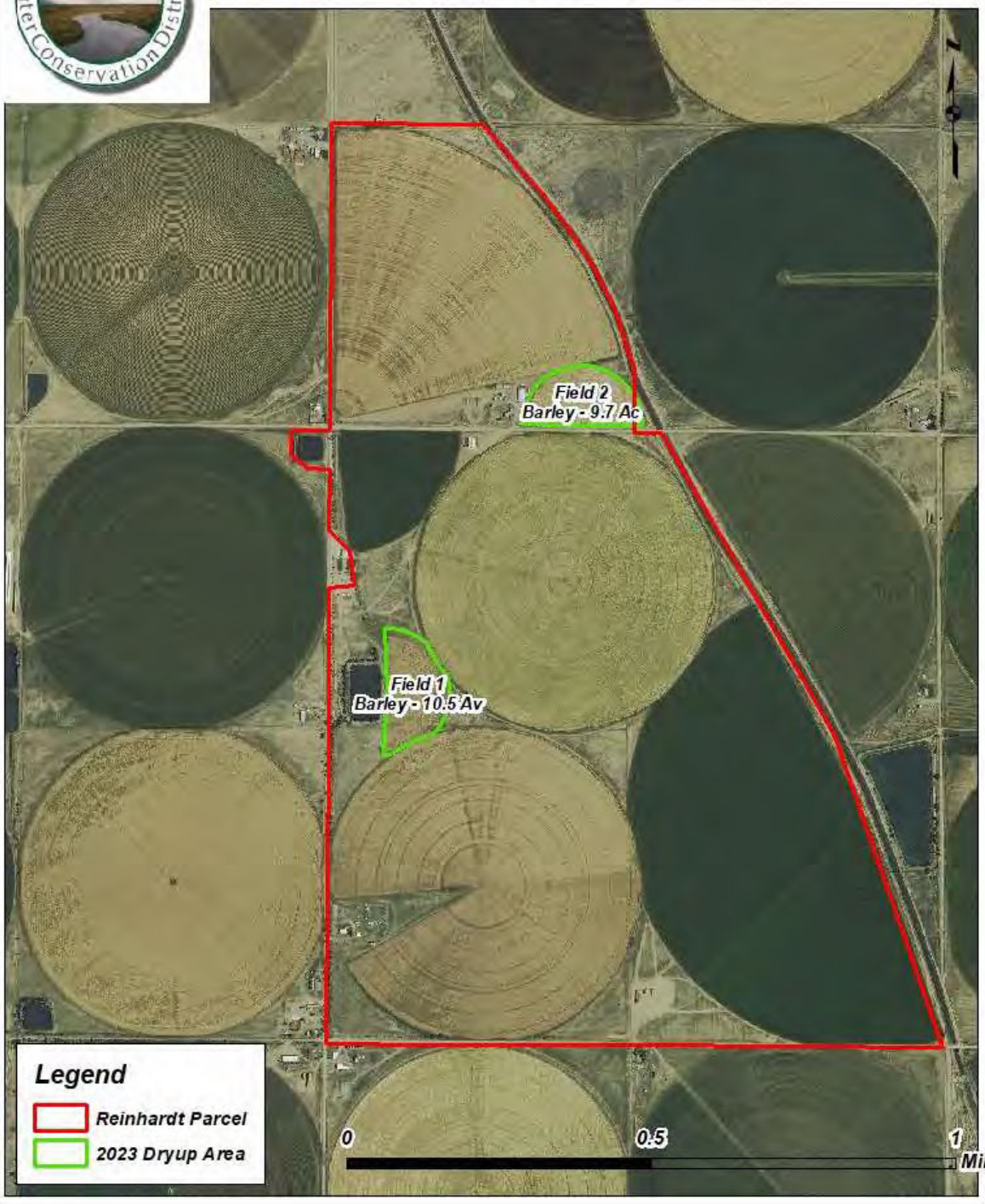
Reinhardt Fallow Area - 2013-2020 - Annual HCU Analysis Results									
Year	Farm Share of Total Diversion (AF)	Delivery After Ditch Loss (AF)	Residual After Irrigation Efficiency (AF)	Crop Demands (AF)	SW Used (AF)	Soil Profile Use (AF)	GW Diversions (AF)	GW CU (AF)	Total CU (AF)
2020	28.9	27.5	22.8	40.3	22.0	0.8	15.0	12.5	**35.3**
2019	49.3	46.8	38.9	37.0	32.6	1.8	1.5	1.3	**35.7**
2018	29.5	28.0	23.3	42.6	22.0	1.2	12.4	10.3	**33.5**
2017	43.3	41.2	34.2	36.4	27.4	1.8	1.3	1.1	**30.3**
2016	36.4	34.6	28.7	40.1	26.4	1.8	4.0	3.3	**31.5**
2015	27.2	25.8	21.4	28.0	14.3	1.8	3.8	3.1	**19.2**
2014	31.3	29.8	24.7	29.5	17.0	1.8	9.5	7.9	**26.7**
2013	21.7	20.6	17.1	29.7	11.7	1.4	20.7	16.6	**29.7**
Average	**33.5**	**31.8**	**26.4**	**35.4**	**21.7**	**1.6**	**8.5**	**7.0**	**30.3**

Reinhardt Fallow Area - 2013-2020 - Monthly HCU Analysis Results								
Month	Crop Demands (AF)	Farm Share of Total Diversion (AF)	Farm Delivery After Ditch Loss (AF)	Residual After Irrigation Efficiency (AF)	Total GW Diversion (AF)	Ditch Loss (AF)	Total Return Flow (AF)	Total Consuptive Use (AF)
Mar	0.0	0.0	0.0	0.0	0.0	**0.0**	**0.0**	**0.0**
Apr	0.4	2.6	2.4	2.0	0.0	**0.1**	**0.5**	**1.9**
May	3.9	4.8	4.5	3.7	0.8	**0.2**	**1.7**	**3.6**
Jun	11.0	8.5	8.1	6.7	4.0	**0.4**	**2.2**	**9.9**
Jul	10.7	7.8	7.4	6.1	2.9	**0.4**	**1.7**	**8.5**
Aug	7.2	5.0	4.7	3.9	0.7	**0.2**	**0.9**	**4.5**
Sep	1.6	2.8	2.7	2.2	0.0	**0.1**	**1.4**	**1.2**
Oct	0.6	2.0	1.9	1.6	0.0	**0.1**	**1.4**	**0.5**
Nov	0.0	0.0	0.0	0.0	0.1	**0.0**	**0.1**	**0.0**
Total	**35.4**	**33.5**	**31.8**	**26.4**	**8.5**	**1.7**	**10.0**	**30.3**

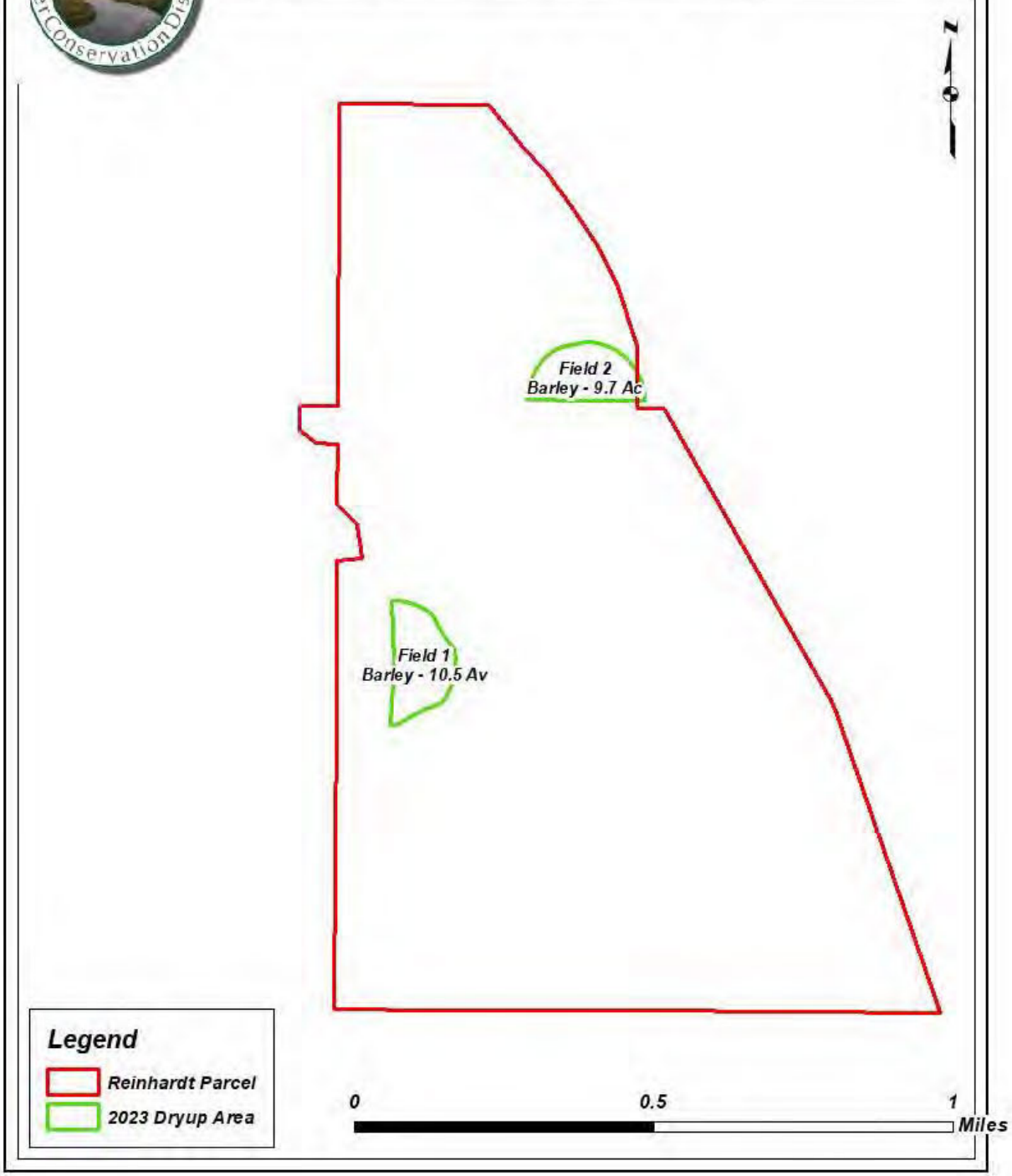
APPENDIX H

Crop History Maps

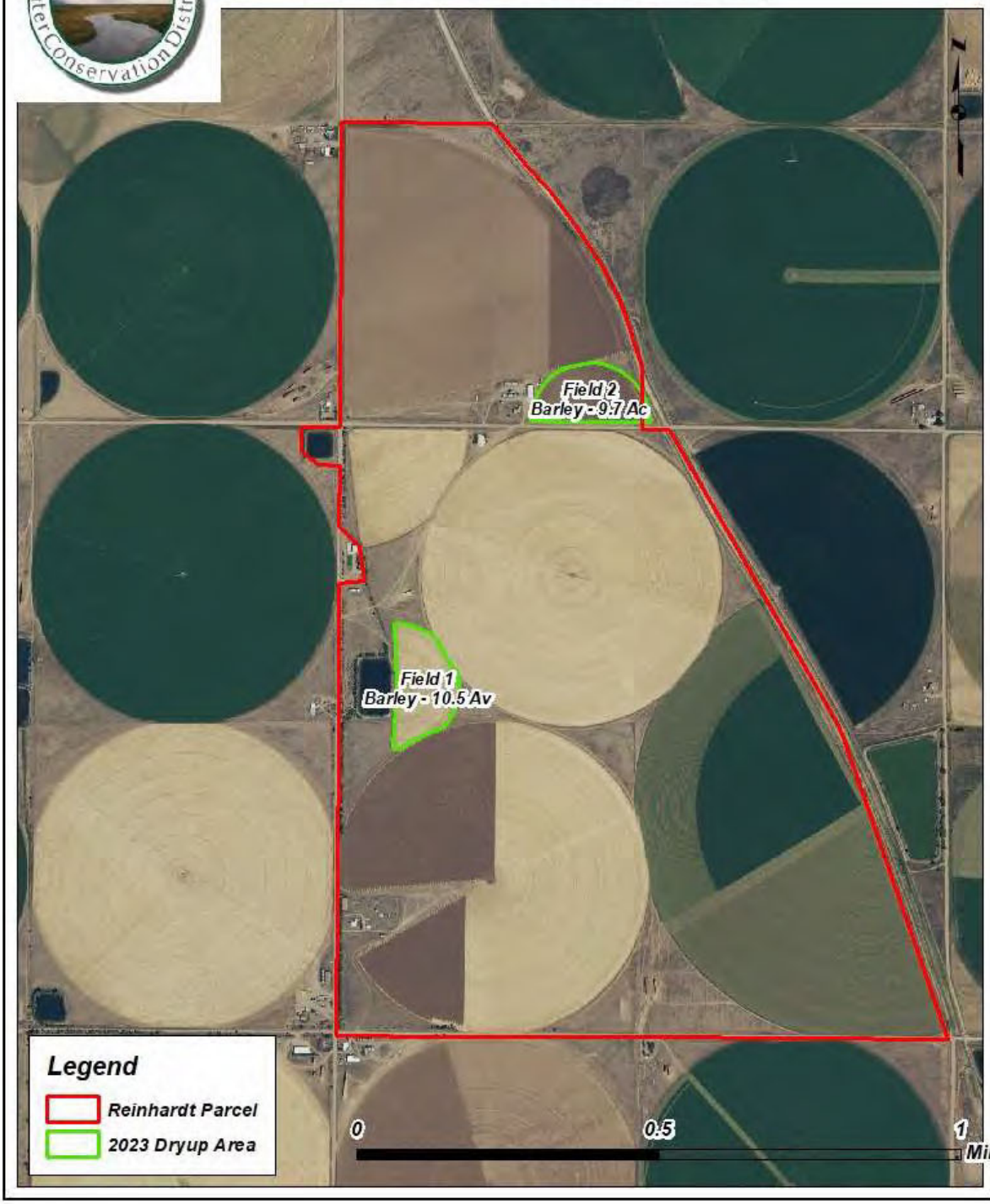
APPENDIX H - 2013 CROP MAP



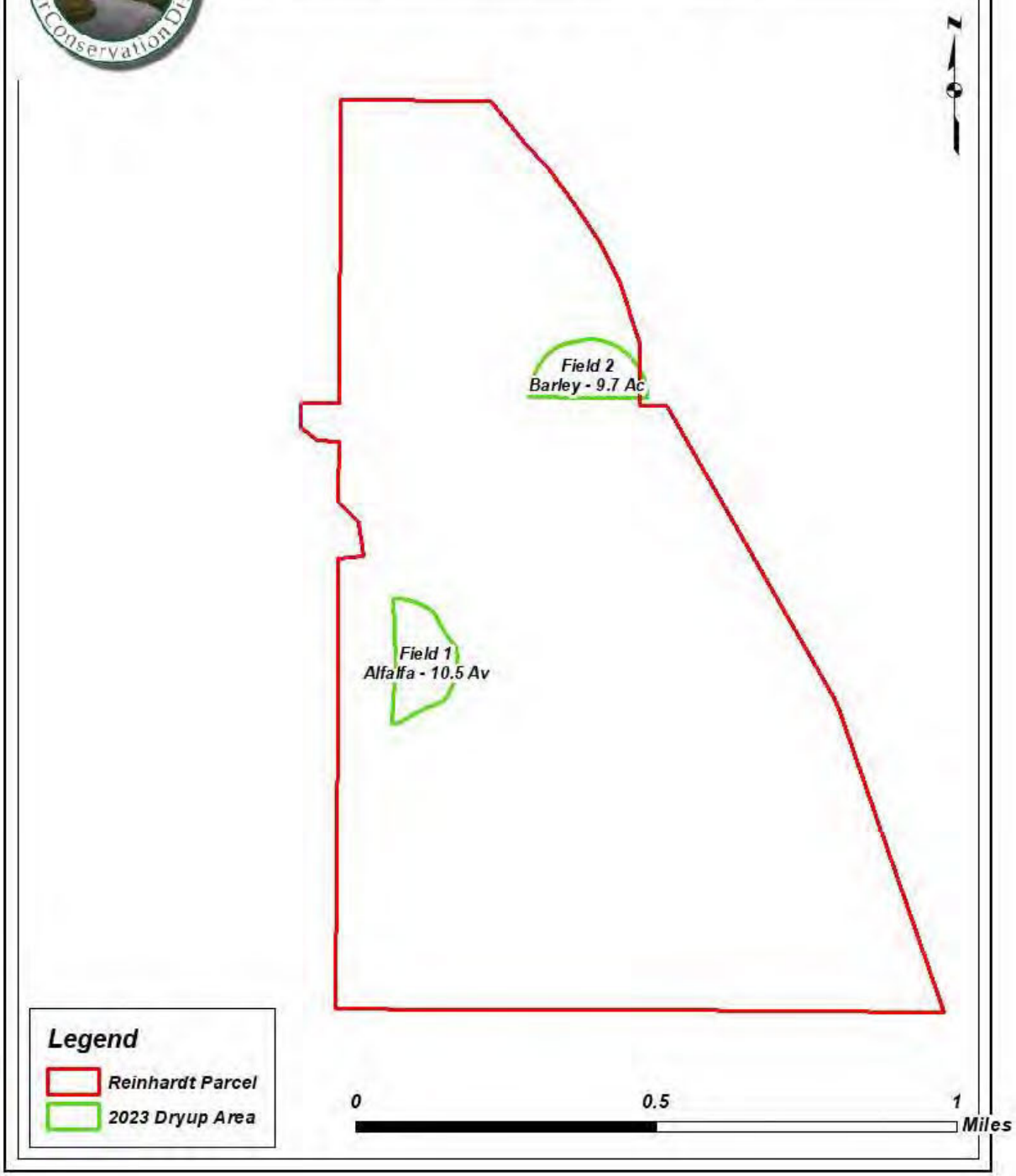
APPENDIX H - 2014 CROP MAP



APPENDIX H - 2015 CROP MAP



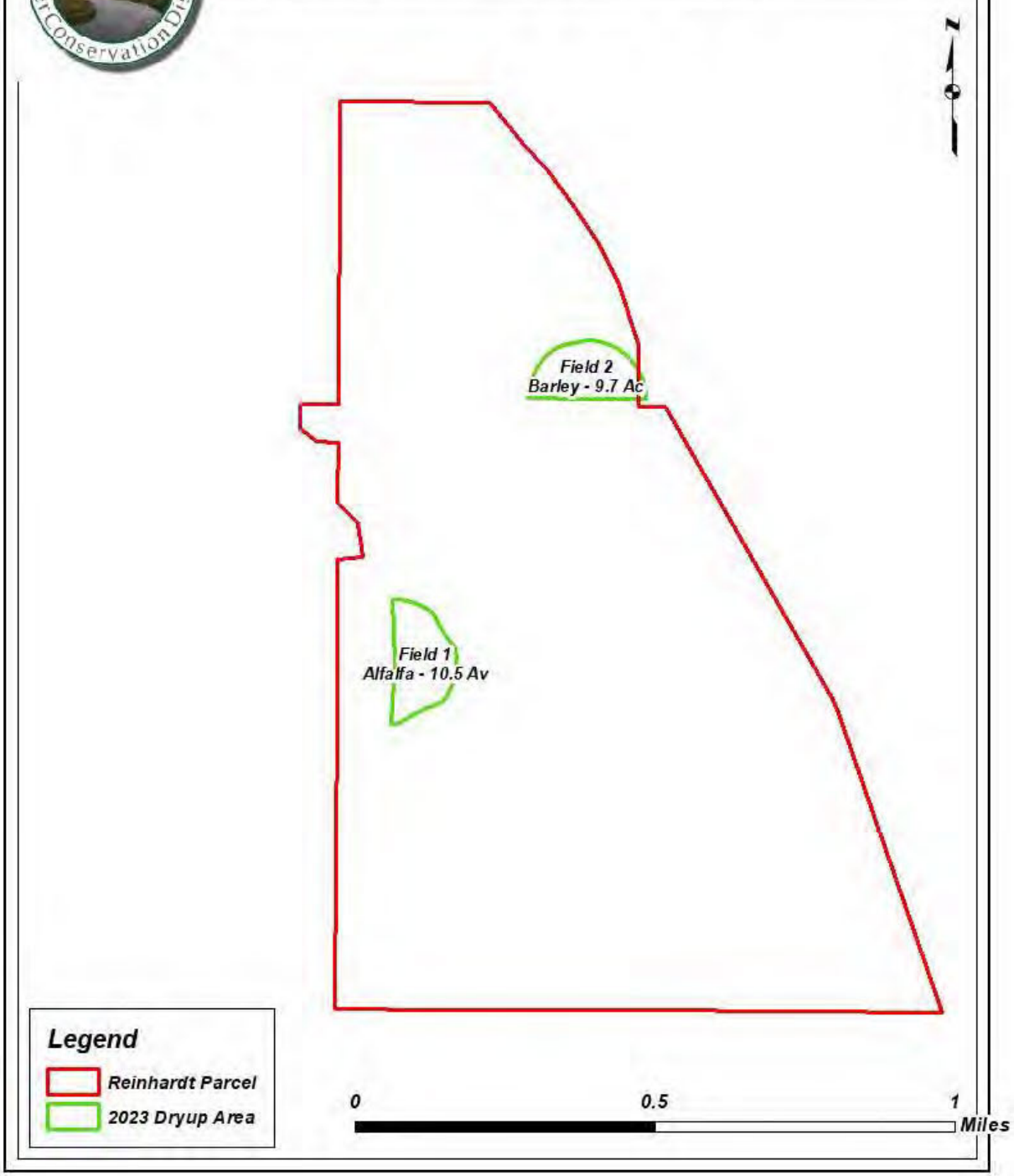
APPENDIX H - 2016 CROP MAP



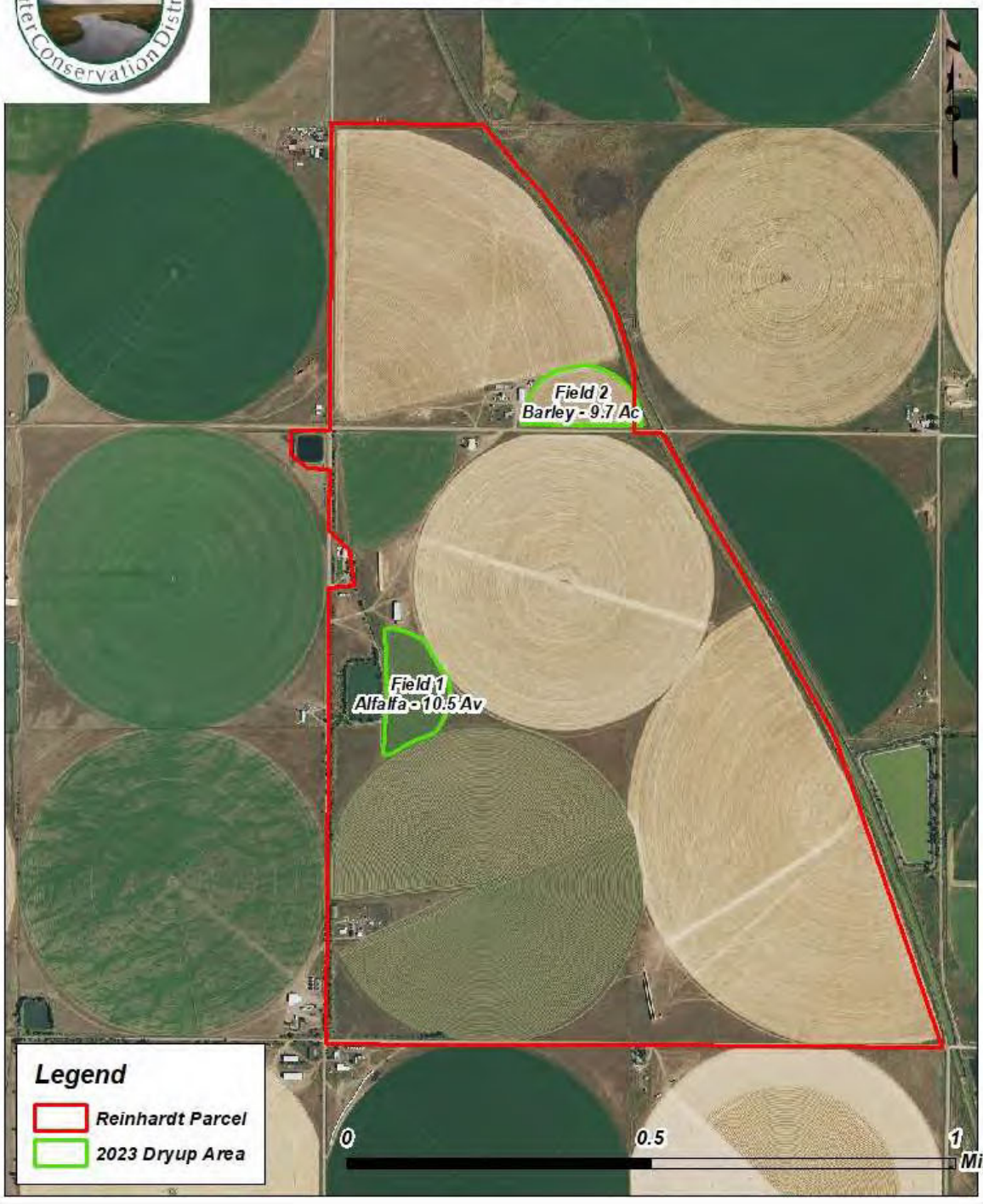
APPENDIX H - 2017 CROP MAP



APPENDIX H - 2018 CROP MAP



APPENDIX H - 2019 CROP MAP



APPENDIX H - 2020 CROP MAP

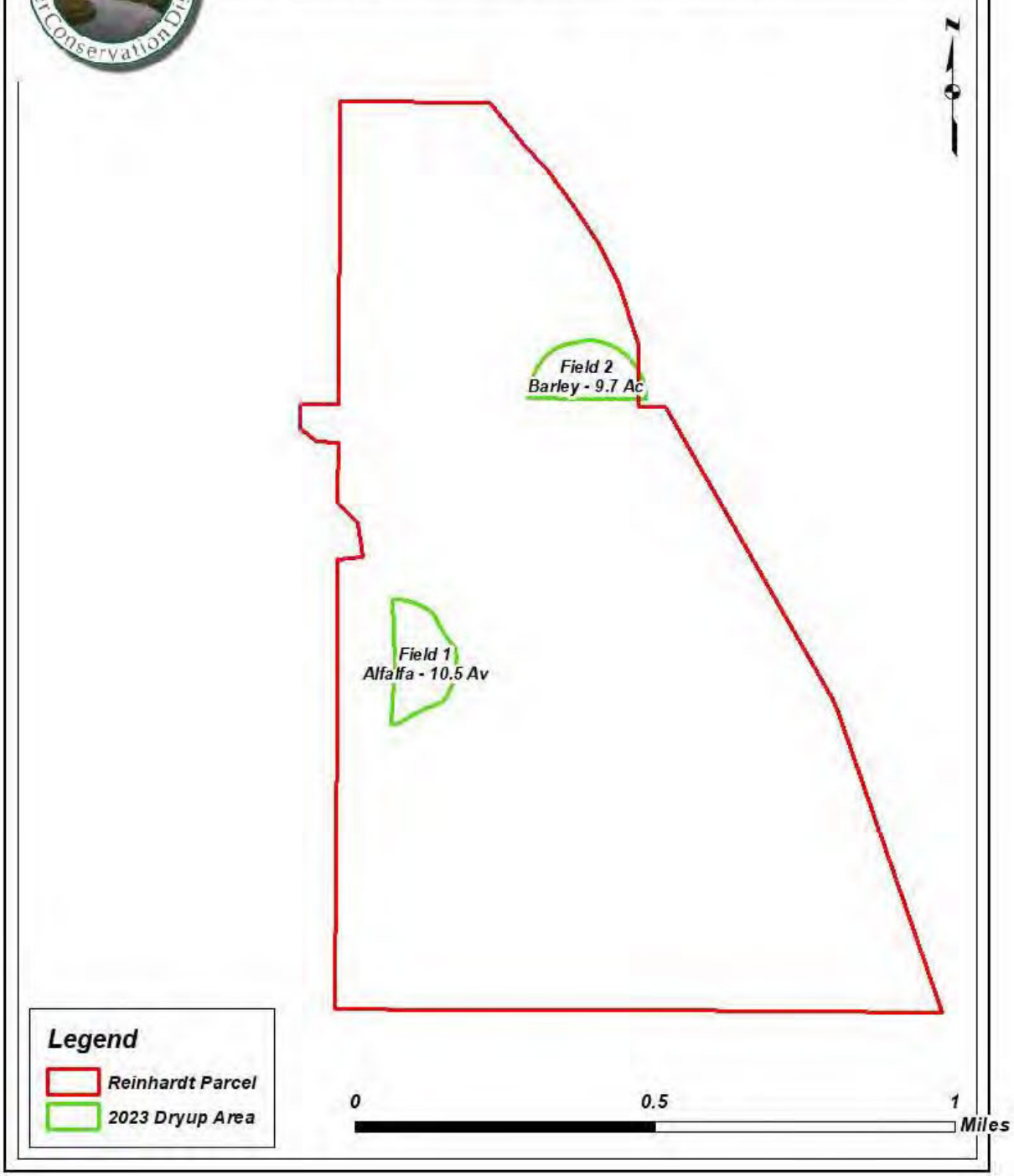


EXHIBIT C

LEASE FALLOW AGREEMENT

LEASE-TEMPORARY FALLOW AGREEMENT

On this 11th day of May, 2023, this Lease Agreement ("Agreement") is entered into between Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2023 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2023 through March 31, 2024, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2023 and continue in effect until March 31, 2024. However, any of the HCU generated during the 2023 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Designated Fields during the entire 2023 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted to Division of Water Resources for WDID 2005021 was 190.94 acre-feet on October 18th, 2022, WDID 2005023 was 2,452.67 acre-feet on November 1st, 2022, and WDID 2008507 was 756.96 acre-feet on November 1st, 2022. Based on the limit allowed under this lease, the Owner's combined diversions for all surface water rights associated with the Alamosa Creek Canal and Terrace Reservoir along with diversions from WDIDs 2005021, 2005023, and 2008507 should not exceed 1,032 acre-feet at the end of the 2023 Irrigation Season. If surface water is available to the Owner in excess of 1,032 acre-feet, Owner shall not be required to forgo the diversion of any surface water to which they are legally entitled. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 42.0 acre-feet from the Owner, of which 30.3 acre-feet is HCU, generated during the 2023 Irrigation Season as a result of fallowing the Designated Fields during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Designated Fields is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted]. Total payment is due to Owner on or before July 15, 2023.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. The water subject to this Agreement is the HCU generated from the temporary fallowing of the Designated Field.

4.6. Title to Water Rights. Nothing in this agreement is to be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Designated Field.

7. 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 Owner: Address: [redacted]

Phone:
E-mail:

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to

retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must

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.

9.8. 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.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

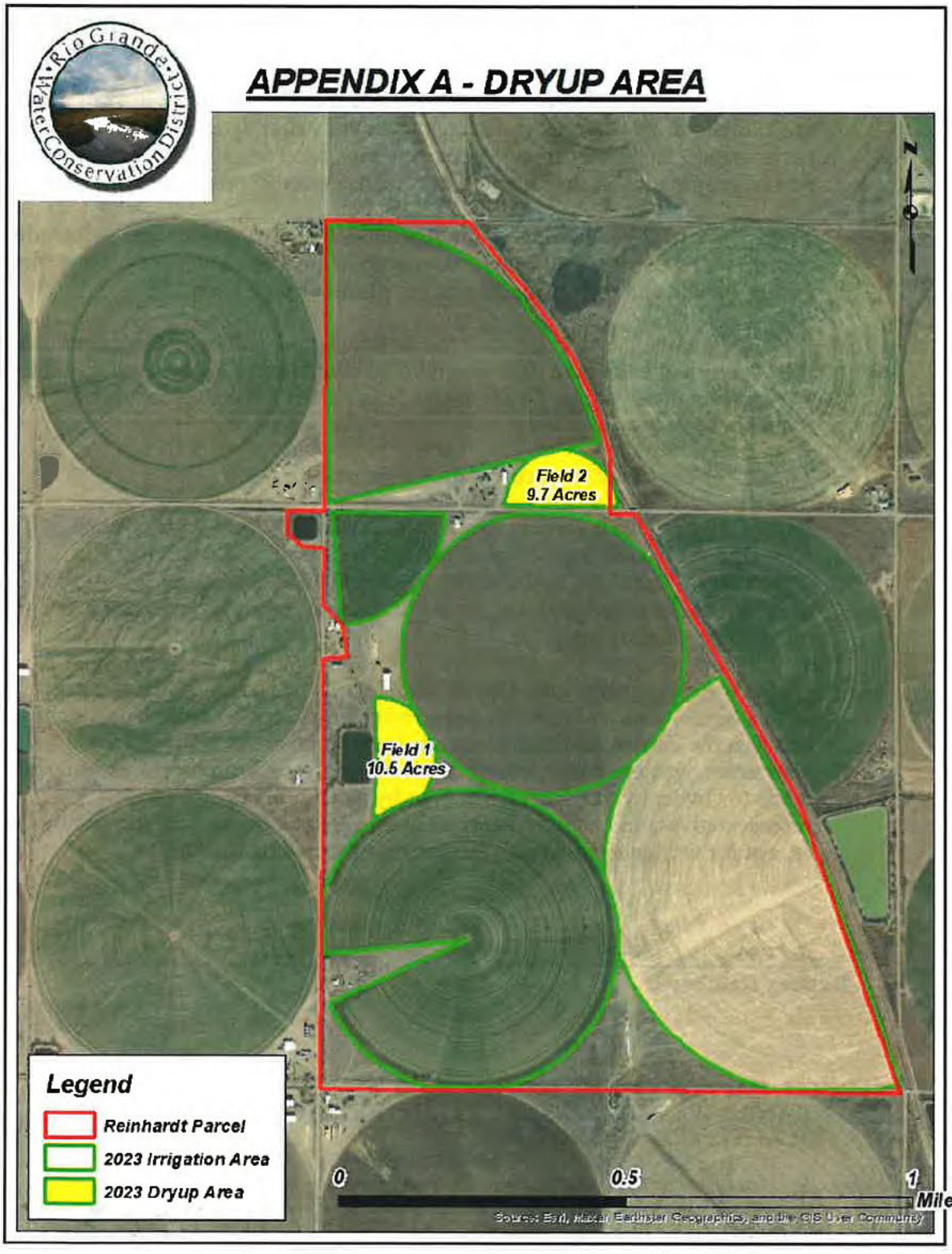
9.13. Owner's Acknowledgment. Owner certifies that he has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

By: Rodney Reinhardt _____ 5/11/23 _____
Rodney Reinhardt **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

By: Angelo Bellah _____ 5/11/2023 _____
Angelo Bellah, Program Manager **Date**

APPENDIX A - DRYUP AREA



APPENDIX B - PROPERTY WELLS

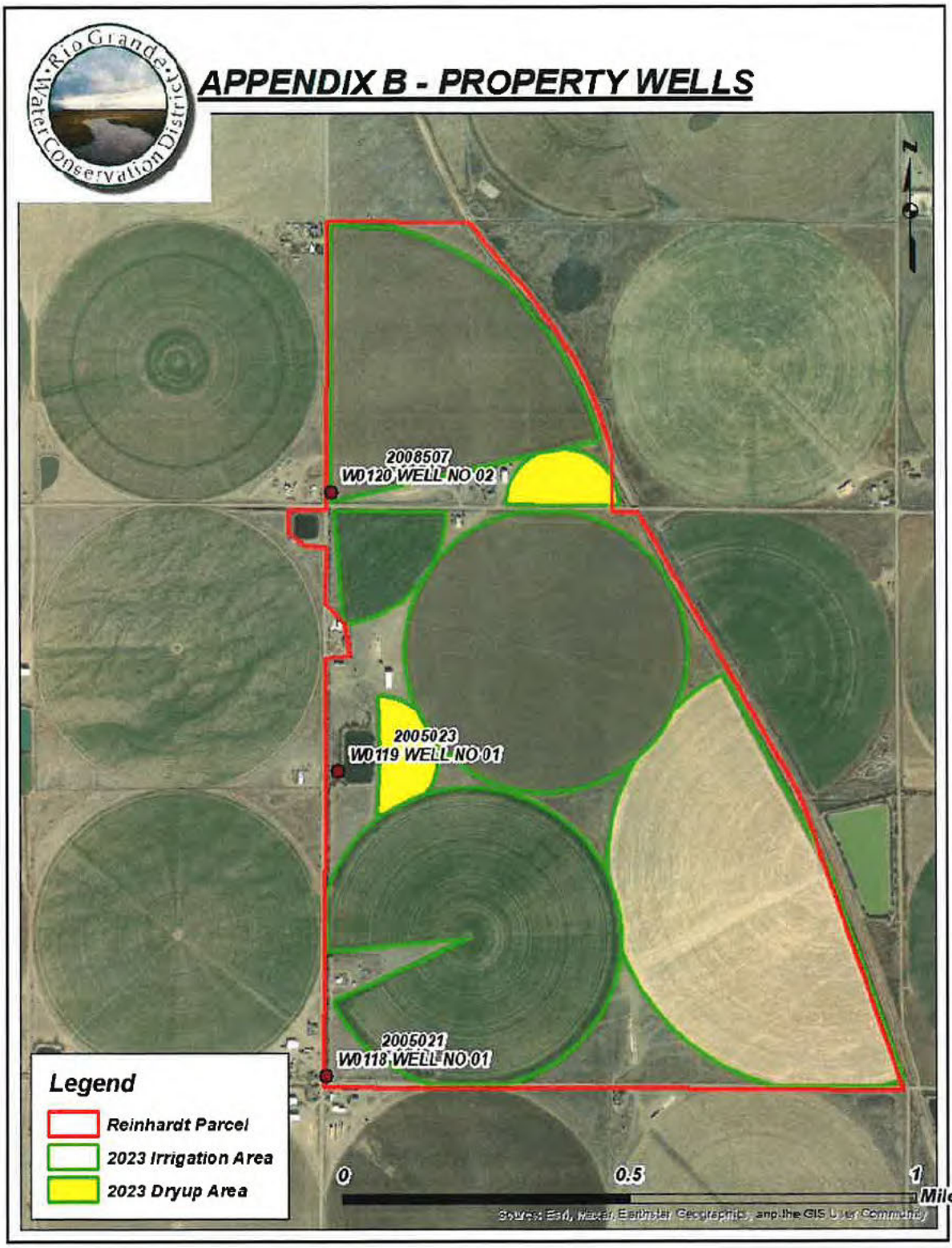


EXHIBIT D

RECHARGE FACILITY LEASE

RECHARGE POND LEASE AGREEMENT

This Agreement is made and entered into this 23rd day of March, 2023, by and between Expo, LLC, a Colorado corporation (hereinafter referred to as "Expo"), and Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6").

RECITALS

WHEREAS, Expo is the owner of the Expo Recharge Pond, located in Section 22 in Township 36 North, Range 8 East, N.M.P.M., Conejos County, Colorado; and

WHEREAS, Expo operates the Recharge Pond for the purpose of covering its own Augmentation Plan needs by delivering water into the Recharge Pond in order to return water to the confined aquifer; and

WHEREAS, Subdistrict No. 6 enters into this Agreement with Expo to use its Recharge Pond to recharge up to ten (10) acre-feet of water delivered from the Alamosa Creek Canal located on the Alamosa River ("Leased Water"). Subdistrict No. 6 has requested the use of the Leased Water for recharge in a substitute water supply plan ("SWSP"); and

WHEREAS, Expo is willing to allow Subdistrict No. 6 to recharge the Leased Water in its Recharge Pond, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. It is anticipated that the Leased Water will be recharged in such amounts as directed by Subdistrict No. 6 between May 1, 2023, and October 31, 2023, on a space-available basis.

2. Expo shall be solely responsible for all operation, maintenance and related costs associated with the Recharge Pond, and shall maintain full control of its daily operations. Expo shall have the final decision on when Leased Water can or will be recharged, provided however, that Expo shall make reasonable efforts to recharge the Leased Water at times requested by Subdistrict No. 6 during the 2023 Irrigation Season, subject to coordination with the Division Engineer's Office. Subdistrict No. 6 and Expo each agree that the most preferable time for delivery of the Leased Water is between May 1, 2023, and October 31, 2023. Each party agrees to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties.

3. Expo shall be responsible for accounting for the amount of Leased Water run through Expo's installed SDR Recorder and recharged in the Recharge Pond. Expo shall perform such accounting and share it with Subdistrict No. 6 in such a manner that Subdistrict No. 6 is able to

comply with the accounting obligations imposed by the Division Engineer in an approved SWSP. Subdistrict No. 6 shall be responsible for all other accounting requirements associated with its SWSP.

4. The compensation to be paid by Subdistrict No. 6 to Expo to recharge the Leased Water in the Recharge Pond consists of the following two parts:

a. Subdistrict No. 6 shall pay an Administration Fee of [redacted]

b. Subdistrict No. 6 shall pay a Recharge Fee of [redacted] per acre-foot for each acre-foot of Leased Water recharged in the Recharge Pond between May 1, 2023, and October 31, 2023. Expo shall invoice Subdistrict No. 6 no later than November 15, 2023, for the Administration Fee and the Recharge Fee due under this Agreement. Subdistrict No. 6 shall pay the invoice within 10 days of receipt.

5. The term of this Agreement is for the period commencing on May 1, 2023, and ending on October 31, 2023.

6. Notice under this Agreement shall be sufficient if given in writing, or in person, or by phone or email addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other parties.

Subdistrict No. 6:

Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
e-mail: angelo@rgwcd.org
phone: 719-480-1272

Expo, LLC:

15 Washington Street
c/o _____
Monte Vista, Colorado 81144
e-mail: _____
phone: _____

7. By virtue of entering into this Agreement, Expo assumes no liability for Subdistrict No. 6's use of the Leased Water. Subdistrict No. 6 is responsible at its sole cost and expense for obtaining any and all local, state, or federal permits or approvals, if any, required for its storage and use of the Leased Water.

8. Subdistrict No. 6's use of Expo's facilities shall not create any rights of ownership or other property interests outside of this Agreement.

9. This Agreement does not and shall not be construed to modify any other agreements regarding Expo's Recharge Pond.

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

11. Miscellaneous Provisions.

a. 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 Expo or Subdistrict No. 6 to one another with respect to this Agreement.

b. 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, 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.

c. 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.

d. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Expo and Subdistrict No. 6. 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.

e. 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.

f. 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. Expo may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Expo, which consent shall not be unreasonably withheld.

g. 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.

h. 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.

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

j. 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.

IN WITNESS HEREOF, the parties have executed this Agreement on the signature dates indicated below, to take effect on the later of such signature dates.

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

By: _____ 3/23/23
Angelo Bellah, Program Manager — Date

Expo, LLC

By: _____ 3/23/23
Date

LEASE-TEMPORARY FALLOW AGREEMENT

On this 23rd day of January, 2025, this Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2025 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2025 through March 31, 2026, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2025 and continue in effect until March 31, 2026. However, any of the HCU generated during the 2025 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Designated Fields during the entire 2025 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted to Division of Water Resources for WDID 2005021 was 0.0 acre-feet on November 18th, 2024, WDID 2005023 was 249.894 acre-feet on November 18th, 2024, and WDID 2008507 was 0.0 acre-feet on November 18th, 2024. Based on the limit allowed under this lease, the Owner's groundwater withdrawals from WDIDs 2005021, 2005023, and 2008507 should not exceed a combined 563.8 acre-feet at the end of the 2025 Irrigation Season. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 40.2 acre-feet from the Owner, of which 29.3 acre-feet is HCU, generated during the 2025 Irrigation Season as a result of fallowing the Designated Fields during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Designated Fields is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted] Total payment is due to Owner on or before July 31, 2025.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. he water subject to this Agreement is the HCU generated from the temporary fallowing of the Designated Field.

4.6. Title to Water Rights. Nothing in this agreement will be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Designated Field.

7. 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 Owner: Address: [redacted]

Phone:
E-mail:

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must 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.

9.8. 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 Conejos County, State of Colorado.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

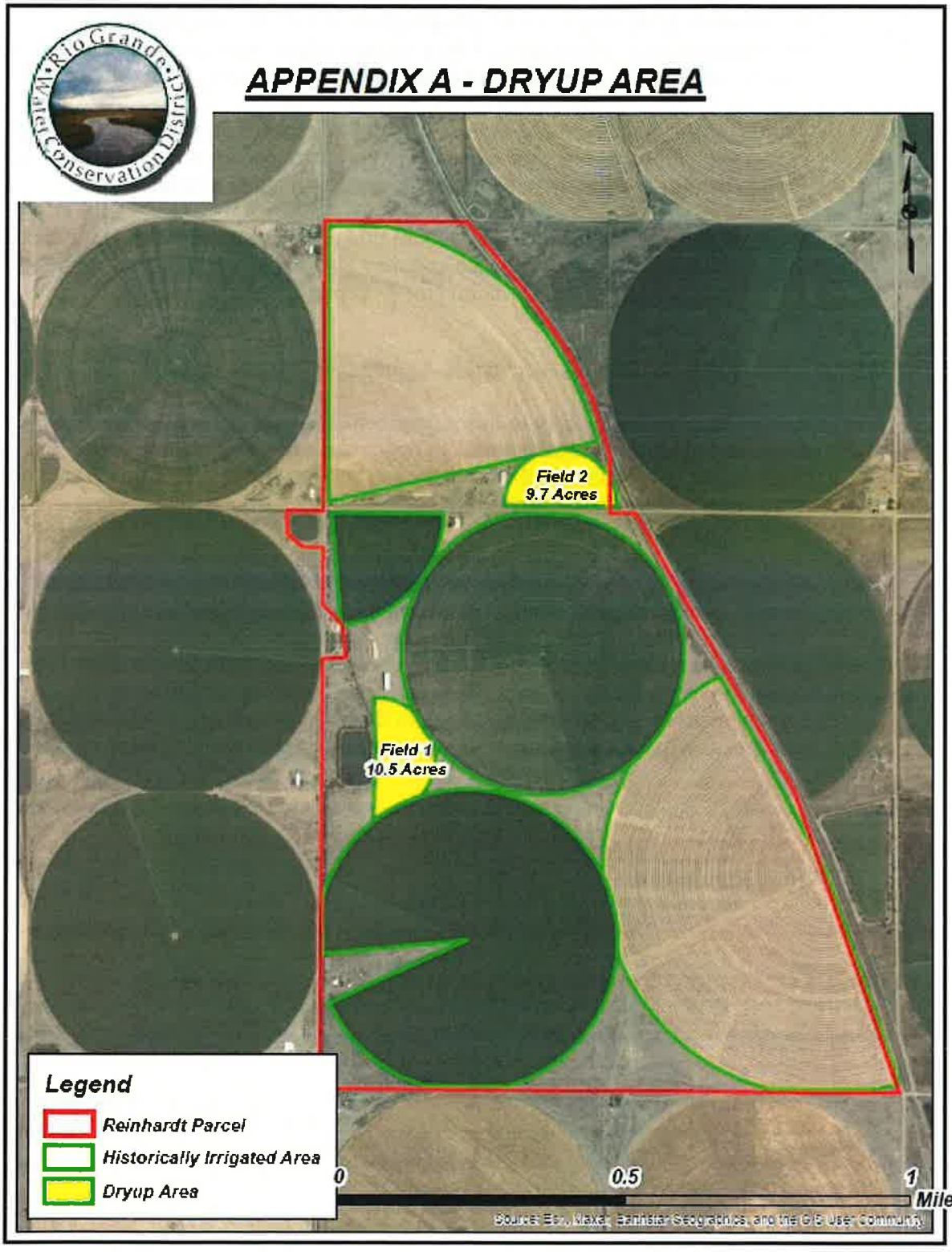
9.13. Owner's Acknowledgment. Owner certifies that he has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

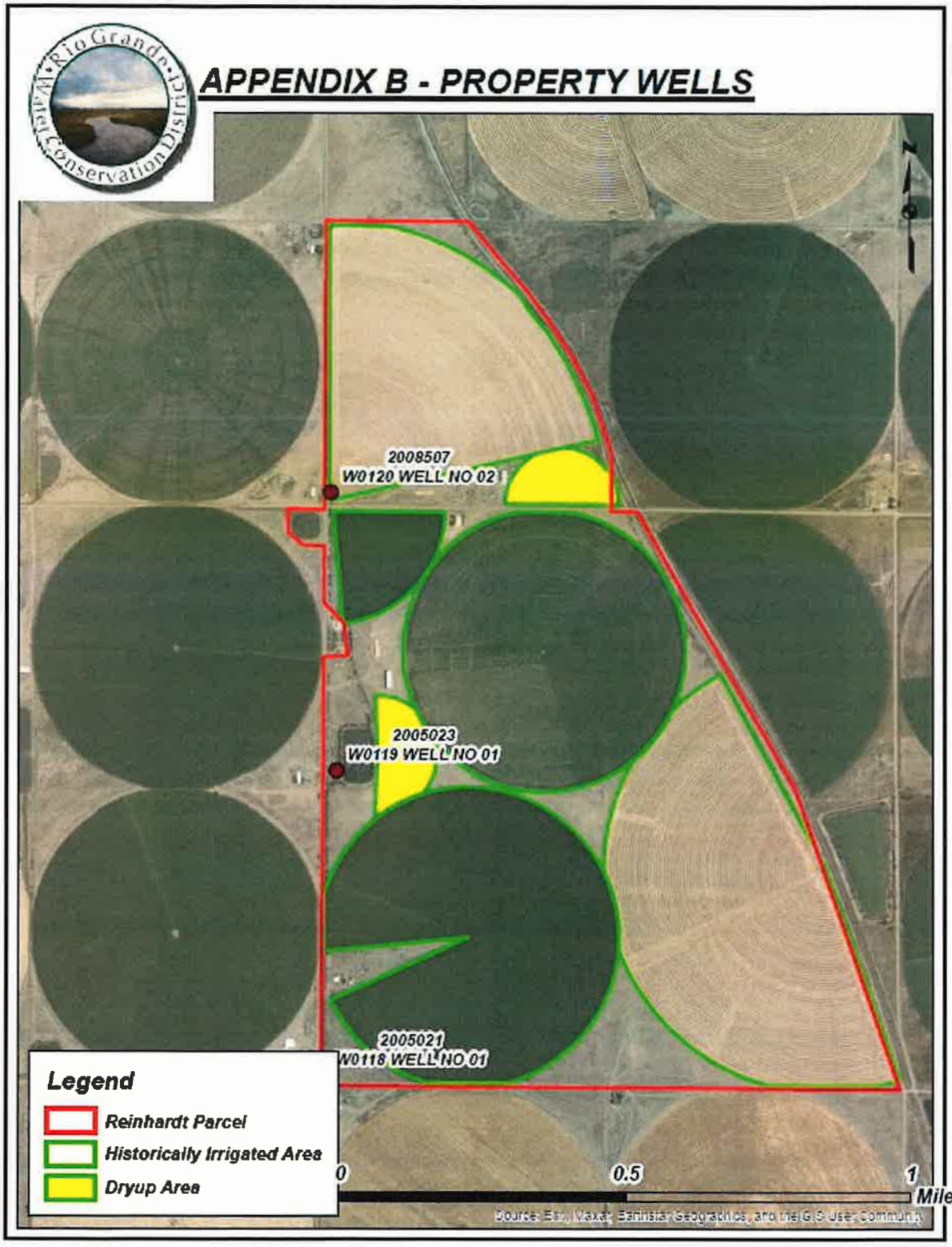
By: _____ 1/23/25
Rodney Reinhardt **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

By: _____ 1/23/2025
Angelo Bellah, Program Manager **Date**

APPENDIX A - DRYUP AREA




Rio Grande Water Conservation District
APPENDIX B - PROPERTY WELLS
2008507
W0120 WELL NO 02
2005023
W0119 WELL NO 01
2005021
W0118 WELL NO 01
Legend
Reinhardt Parcel
Historically Irrigated Area
Dryup Area
0
0.5
1
Miles
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

RECHARGE POND LEASE AGREEMENT

This Agreement is made and entered into this 16 day of January, 2025, by and between Expo, LLC, a Colorado corporation (hereinafter referred to as "Expo"), and Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6").

RECITALS

WHEREAS, Expo is the owner of the Expo Recharge Pond, located in Section 22 in Township 36 North, Range 8 East, N.M.P.M., Conejos County, Colorado; and

WHEREAS, Expo operates the Recharge Pond for the purpose of covering its own Augmentation Plan needs by delivering water into the Recharge Pond in order to return water to the unconfined aquifer; and

WHEREAS, Subdistrict No. 6 enters into this Agreement with Expo to use its Recharge Pond to recharge up to twelve and one-tenth (12.1) acre-feet of water delivered from the Alamosa Creek Canal located on the Alamosa River ("Leased Water"). Subdistrict No. 6 has requested the use of the Leased Water for recharge in a substitute water supply plan ("SWSP"); and

WHEREAS, Expo is willing to allow Subdistrict No. 6 to recharge the Leased Water in its Recharge Pond, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. It is anticipated that the Leased Water will be recharged in such amounts as directed by Subdistrict No. 6 between May 1 and October 31, 2025, on a space-available basis.

2. Expo shall be solely responsible for all operation, maintenance and related costs associated with the Recharge Pond, and shall maintain full control of its daily operations. Expo shall have the final decision on when Leased Water can or will be recharged, provided however, that Expo shall make reasonable efforts to recharge the Leased Water at times requested by Subdistrict No. 6 during the 2025 Irrigation Season, subject to coordination with the Division Engineer's Office. Subdistrict No. 6 and Expo each agree that the most preferable time for delivery of the Leased Water is between May 1 and October 31, 2025. Each party agrees to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties.

3. Expo shall be responsible for accounting for the amount of Leased Water run through Expo's installed SDR Recorder and recharged in the Recharge Pond. Expo shall perform such

accounting and share it with Subdistrict No. 6 in such a manner that Subdistrict No. 6 is able to comply with the accounting obligations imposed by the Division Engineer in an approved SWSP. Subdistrict No. 6 shall be responsible for all other accounting requirements associated with its SWSP.

4. The compensation to be paid by Subdistrict No. 6 to Expo to recharge the Leased Water in the Recharge Pond consists of the following two parts:

a. Subdistrict No. 6 shall pay an Administration Fee of [redacted]

b. Subdistrict No. 6 shall pay a Recharge Fee of [redacted] per acre-foot for each acre-foot of Leased Water recharged in the Recharge Pond between May 1 and October 31, 2025. Expo shall invoice Subdistrict No. 6 no later than November 15, 2025, for the Administration Fee and the Recharge Fee due under this Agreement. Subdistrict No. 6 shall pay the invoice within 10 days of receipt.

c. If, for any reason, Subdistrict No. 6 does not use the Expo Recharge Pond for the purposes set forth herein, then no payment or fees will be due from Subdistrict No. 6 to Expo.

5. The term of this Agreement is for the period commencing on May 1, 2025, and ending on October 31, 2025.

6. Notice under this Agreement shall be sufficient if given in writing, or in person, or by phone or email addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other parties.

Subdistrict No. 6:

Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
e-mail: angelo@rgwcd.org
phone: 719-480-1272

Expo, LLC:

15 Washington Street

c/o _____
Monte Vista, Colorado 81144
e-mail: _____
phone: _____

7. By virtue of entering into this Agreement, Expo assumes no liability for Subdistrict No. 6's use of the Leased Water. Subdistrict No. 6 is responsible at its sole cost and expense for obtaining any and all local, state, or federal permits or approvals, if any, required for its storage and use of the Leased Water.

8. Subdistrict No. 6's use of Expo's facilities shall not create any rights of ownership or other property interests outside of this Agreement.

9. This Agreement does not and shall not be construed to modify any other agreements regarding Expo's Recharge Pond.

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

11. Miscellaneous Provisions.

a. 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 Expo or Subdistrict No. 6 to one another with respect to this Agreement.

b. 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, 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.

c. 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.

d. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Expo and Subdistrict No. 6. 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.

e. 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.

f. 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. Expo may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Expo, which consent shall not be unreasonably withheld.

g. 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.

h. 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.

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

j. 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.

IN WITNESS HEREOF, the parties have executed this Agreement on the signature dates indicated below, to take effect on the later of such signature dates.

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

By: _____ 1/17/25
Angelo Bellah, Program Manager — Date

Expo, LLC

By: _____ 1/16/25
Date

Print Name: Alex Miller

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
1660 LINCOLN STREET, SUITE 2720
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

January 27, 2025

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Via DWR Portal

Re: **Request for a Renewal of a Substitute Water Supply Plan ending April 30, 2026 for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. SWSP Plan ID 9441**

Dear Mr. Ullmann,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from the date of approval to April 30, 2025. The $300.00 filing fee will be paid through the DWR portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A. This is the second request for a SWSP for this water.

This will be the second year operating under SWSP Plan ID 9441.

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure a 2025/2026 Annual Replacement Plan conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to change the use of the water rights to include augmentation and replacement of injurious depletions as use in accord with the Subdistrict No. 6 ARP. No other changes to the previous decrees are requested.

Subdistrict No. 6 will use the water changed under this SWSP as set forth in detail in Section III, below.

The Subdistrict will lease 42.0 acre-feet from the Lessee, which will provide for 29.3 acre-feet available to the Subdistrict for use to remedy injurious depletions under its ARP and the remaining 10.9 acre-feet will be used to replace ditch losses and provide for return flows. A copy of the Lease Agreement is attached as Exhibit B.

II. Change of Water Right.

The water rights to be changed are: 40.2 acre-feet of the storage rights of the Alamosa Creek Canal. The requested change is to change the purpose of use to include use in an annual replacement plan for remedy of injurious depletions directly, by exchange, or by storage in Terrace Reservoir for later release, and adding an alternative point of diversion for each water right. The exchange reach will be from the point of diversion of the ditch to the top of the Alamosa River reach as defined in the Rio Grande Decision Support System.

The Engineering Analysis supporting this change of use and establishment of historical consumptive use is attached as Exhibit C.

III. Operation of Plan.

The water right listed above, in combination with the other water rights to be listed as part of the overall water portfolio in the ARP, as required by the approved Plan of Water Management for Subdistrict No. 6, will be used to remedy injurious depletions through augmentation, replacement, or recharge, either directly or by exchange. This SWSP is intended to add additional purposes of use for the above listed water.

During the 2025 irrigation season, the historically irrigated acres identified in the Engineering Report attached as Exhibit C, will be fallowed and no further irrigation will take place on those acres during the 2025 irrigation season in order to provide the 42.2 acre-feet to the Subdistrict to remedy injurious depletions. The calculations used to determine the historical consumptive use of the fallowed acres are included in the Engineering Report. The historical consumptive use from those acres will be used under the changed water rights requested herein in the manner described in the Engineering Report. In short, 29.3 acre-feet of the historical consumptive use will be left in the stream, or stored and released from Terrace Reservoir as direct replacement of injurious depletions or by exchange and/or diverted and recharged and the

return flows to the stream used to remedy injurious depletions as shown in Exhibit C. All accounting of remedy of injurious depletions will be in a form acceptable to the division engineer.

Return flows attributable to the changed water, 10.9 acre-feet, will be diverted and recharged at a dedicated recharge facility near the original place of use, as detailed in the Engineering Report. This diversion and recharge will mimic the historical return flows from the changed water rights. The Subdistrict's right to use the recharge facility is attached as Exhibit D.

In order to assure no expansion of use under the other water held by the Lessee, Lessee's combined groundwater and Alamosa Creek Canal diversions will be limited as set forth in the Engineering report.

IV. Conclusion.

The Engineering analysis attached as Exhibit C shows that granting the SWSP request will not result in injury to any senior water rights. Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter J. Ampe
Subdistrict No. 6
Peter J. Ampe

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2025/2026 water year for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (January 27, 2025) this 27th day of January 2025 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; thegoldenhoof@icloud.com; srsypher@gmail.com; mneale@fcgov.com; gpaulsen@bh-lawyers.com; mary.boardman@state.co.us;

logan@quantumwaterco.com; joseph_chafey@nps.gov; john@jdbuchananlaw.com; matt.whittaker@icloud.com; Michael@ColoradoRiverEng.com; efahrney@bbawater.com; jallmon@live.com; johnsdelatour@gmail.com; astone@agwt.org; michael.eytel@ae2s.com; michelle.lanzoni@state.co.us; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; linda@lcwaterlaw.com; angelo@rgwcd.org; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; johnj@white-jankowski.com; rggarcia3@gmail.com; wellinspector@msn.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com; mail@cjzwaterlaw.com; tynerrye@gmail.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; clayton@agro.com; epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; jnslade657@gmail.com; SWSP@troutlaw.com; jdischinger@fwlaw.com; trb@tbvs.net; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; fuchsranchinc@gmail.com; whillhouse@hfak.com; whcaile@hollandhart.com; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; amalotte@bbawater.com; STEVE@CLEARWATERCOLORADO.COM; thunter@travelin.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; benl@lewicki.biz; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; amr@amr-law.com; lescobar.ana@gmail.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; kara.sobieski@wilsonwatergroup.com; patrick@waterlaw.com; mkobza@bouldercounty.org; MELISSA.VANDERPOEL@state.co.us; pfoster@wrightwater.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; JOAN.CHAVEZ@STATE.CO.US; cjjj2003@yahoo.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; anthonyfarinacci@gmail.com; elizabeth.joyce@coag.gov; hayden@erccolorado.net; rachel@kullmanwater.com; dthompson@somachlaw.com; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; cogreenacres@gmail.com; kckennedy163@gmail.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; TAMMY@PKENTERPRISESINC.COM; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; AJONES@PANDREWJONES.COM; jason@agro.com; tarn.udall@coag.gov; ltiedemann@bbawater.com; STEVEW@SWWCD.ORG; twinpeakllc19@gmail.com; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; rpittinger@wrightwater.com; jhowe@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; JWelch@epcor.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; wadethenderson@gmail.com; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; taylor@rgwcd.org; kathi.lapoint@corteva.com; lratcliff@mbssllp.com; webb81154@gmail.com;

andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; taosullivan@fredweberinc.com; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com;

s/ *Peter J. Ampe*
Peter J. Ampe

EXHIBIT B

LEASE

LEASE-TEMPORARY FALLOW AGREEMENT

On this 23rd day of January, 2025, this Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 of the Rio Grande Water Conservation District ("Subdistrict No. 6"), and Rodney Reinhardt ("Owner") as the owner of certain water rights decreed for irrigation and used within the Alamosa River system (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. Subdistrict No. 6 desires water for augmentation and replacement purposes to comply with its approved Plan of Water Management and for use in the current and/or future approved Annual Replacement Plans ("ARP").

B. Owner holds title to Water Rights which include surface water rights, including but not limited to a portion of the Alamosa Creek Canal, Terrace Reservoir, and decreed confined aquifer wells, WDIDs 2005021, 2005023, 2008507, as further described in Appendix B of this agreement. Owner owns Parcels 556111300024, 556114100045, and 556114200045 as described by the Conejos County Assessor, Conejos County, Colorado. These parcels of land have historically been irrigated by Owner's Water Rights.

C. In order to supply augmentation and replacement water to Subdistrict No. 6, and for water conservation purposes, Owner is willing to temporarily fallow 20.2 acres of historically irrigated land for the 2025 irrigation season and lease the historical consumptive use credits ("HCU") from these fallowed acres during the Term of this Agreement to Subdistrict 6 for its use as part of the current year's ARP or subsequent years' ARPs. A map of the fallowed acres is shown in the map in Appendix A of this Agreement.

D. Owner and Subdistrict No. 6 wish to enter into an agreement for the Subdistrict's use of the Wells and Water Rights for the changed uses of augmentation and replacement in the Subdistrict's ARP for the period of April 1, 2025 through March 31, 2026, pursuant to a Substitute Water Supply Plan approved by the State Engineer pursuant to C.R.S. 37-92-308 ("SWSP").

AGREEMENT

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

1. Term. This Agreement will begin on April 1, 2025 and continue in effect until March 31, 2026. However, any of the HCU generated during the 2025 Irrigation Season and not used, lost or otherwise consumed by Subdistrict No. 6 will remain under the use and control of Subdistrict No. 6 after this Term expires for future use in its sole discretion.

2. Fallow Agreement. During the Term of this agreement, Owner must not apply any irrigation water to the Designated Fields during the entire 2025 Irrigation Season as defined by the Division No. 3 Division Engineer. After the expiration of the Term of this agreement, Owner may take such actions as he desires in his sole discretion.

3. Allocation of Groundwater: Owner's well can legally irrigate additional acres that are not included as part of this lease agreement. It is necessary to limit the amount of historical groundwater pumping on those additional acres to confirm to the Division of Water Resources there will be no expansion of use from groundwater during the term of this agreement. The restricted amount of groundwater pumping which will be allowed on the non-fallowed acres will be determined by the Subdistrict and will be calculated based on the total annual water supply available to the parcel from both surface water and groundwater. The last meter reading submitted to Division of Water Resources for WDID 2005021 was 0.0 acre-feet on November 18th, 2024, WDID 2005023 was 249.894 acre-feet on November 18th, 2024, and WDID 2008507 was 0.0 acre-feet on November 18th, 2024. Based on the limit allowed under this lease, the Owner's groundwater withdrawals from WDIDs 2005021, 2005023, and 2008507 should not exceed a combined 563.8 acre-feet at the end of the 2025 Irrigation Season. It may be necessary to adjust the amount of restricted groundwater pumping based on actual surface water diversion records provided to the Subdistrict from Division of Water Resources and/or any conditions for approval included in the final approval of the Substitute Water Supply Plan. Owner will be notified if the Subdistrict should need to make any adjustments to the amount of restricted groundwater use allowed on the non-fallowed acres.

4. Lease Agreement.

4.1. Lease Agreement. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease 40.2 acre-feet from the Owner, of which 29.3 acre-feet is HCU, generated during the 2025 Irrigation Season as a result of fallowing the Designated Fields during the Term of this Agreement.

4.2. Determination of HCU Credit and Administrative Approval. Subdistrict No. 6 is responsible for the determination of HCU under this Agreement and is solely responsible for obtaining administrative or other legal approval for the use of the water and/or HCU as part of the ARP. Owner agrees to cooperate, within reason, with Subdistrict No. 6 in accomplishing these objectives, to include, providing information necessary or desirable to Subdistrict No. 6 in accomplishing these objectives.

4.3. Lease Price. The lease price for temporarily fallowing the Designated Fields is [redacted] per acre-foot of HCU. Total payment due to owner is [redacted] Total payment is due to Owner on or before July 31, 2025.

4.4. Failure to Pay. If Subdistrict No. 6 fails to pay the lease price when due, then this Agreement will terminate in full, Owner will retain title to the HCU and the Agreement will be void.

4.5. Water Subject to the Agreement. he water subject to this Agreement is the HCU generated from the temporary fallowing of the Designated Field.

4.6. Title to Water Rights. Nothing in this agreement will be interpreted as giving Subdistrict No. 6 any legal or equitable title in or to the Owner's Water Rights.

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

6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict No. 6, however consent from the Rio Grande Water Conservation District Board of Directors is required and Subdistrict No. 6 believes it will obtain such consent. If such consent is not given, Subdistrict No. 6 must immediately provide Notice to Owner and this Agreement will be void as of the date of that Notice. To the best of the Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against Subdistrict No. 6 that would prevent it from leasing the Designated Field.

7. 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 Owner: Address: [redacted]

Phone:
E-mail:

To Subdistrict No. 6: Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
Phone: (719) 589-6301
Email: angelo@rgwcd.org

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

8. Remedies. In the event of Lessor's default in the performance of this Agreement, Subdistrict No. 6's remedies include, but are not limited to, the remedy of specific performance. In the event of the Subdistrict No. 6's default hereunder, Owner's sole and exclusive remedy shall be to retain all payments made by Subdistrict No. 6 prior to the date of the default, and to retain any water/HCU not paid for by Subdistrict No. 6, to include the release from any groundwater restrictions included in this agreement under Section 3-Allocation of Groundwater.

9. Miscellaneous Provisions.

9.1. 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 Owner or Subdistrict No. 6 to one another with respect to this Agreement.

9.2. Survival. Each of the representations and warranties made by Owner and Subdistrict No. 6 in this Agreement, or in any document or instrument delivered pursuant to this Agreement, are 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. 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.

9.3. 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 CRCP 6, then the relevant date will be extended automatically until the next business day.

9.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Owner and Subdistrict No. 6. 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.

9.5. 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.

9.6. 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. Owner may not assign his rights or delegate his duties hereunder without the prior written consent of Subdistrict No. 6, which consent will not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Owner, which consent will not be unreasonably withheld.

9.7. Litigation. If Owner and/or Subdistrict No. 6 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant must 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.

9.8. 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 Conejos County, State of Colorado.

9.9. 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.

9.10. Recording. Subdistrict No. 6 may record this Agreement or a Memorandum of this Agreement at its own expense and may also file this Agreement with the Division Engineer, Water Division No. 3, as part of the documentation for an SWSP.

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

9.12. 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.

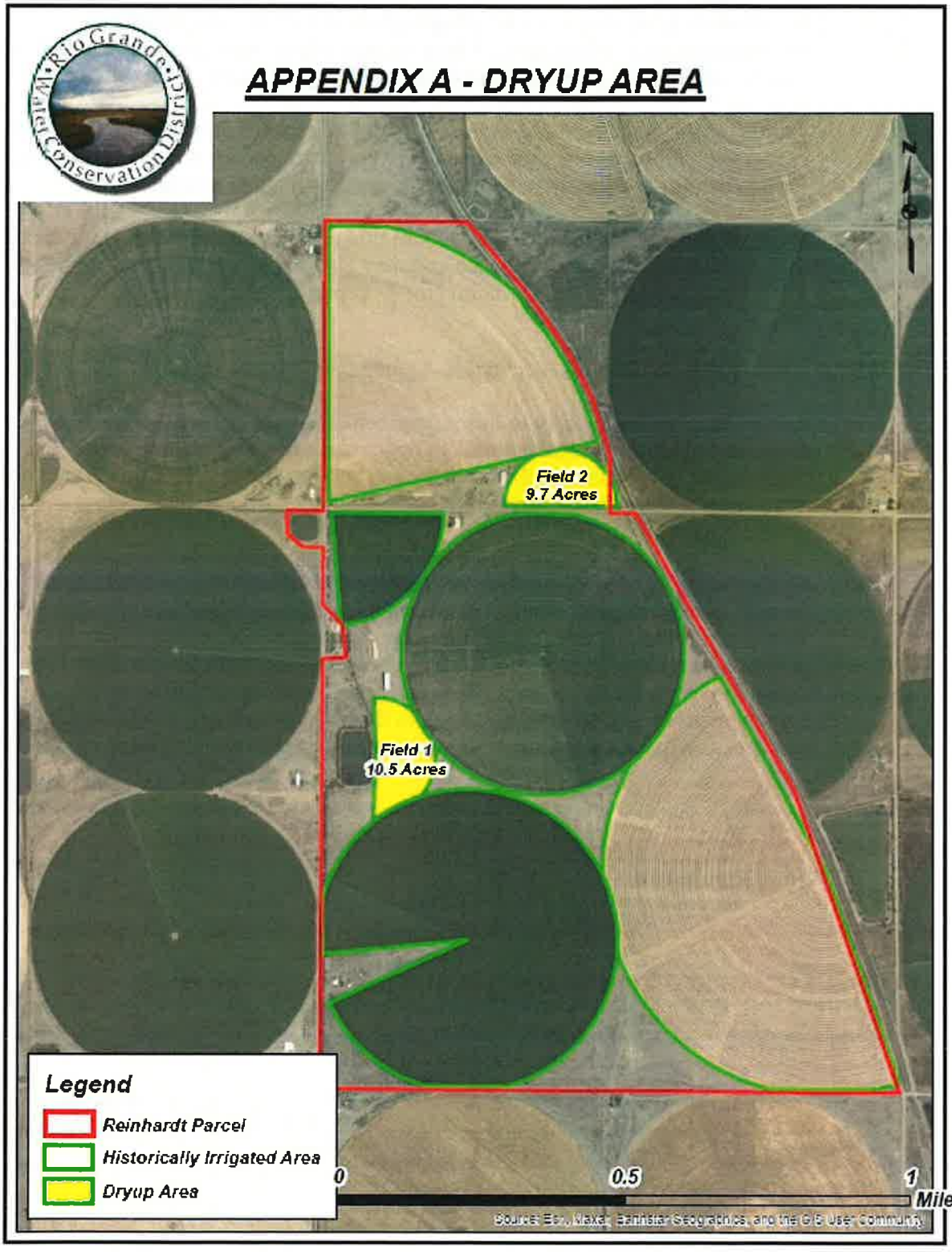
9.13. Owner's Acknowledgment. Owner certifies that he has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Owner by Subdistrict No. 6, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

By: _____ 1/23/25
Rodney Reinhardt **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 6
RIO GRANDE WATER CONSERVATION DISTRICT
WATER ACTIVITY ENTERPRISE

By: _____ 1/23/2025
Angelo Bellah, Program Manager **Date**

APPENDIX A - DRYUP AREA



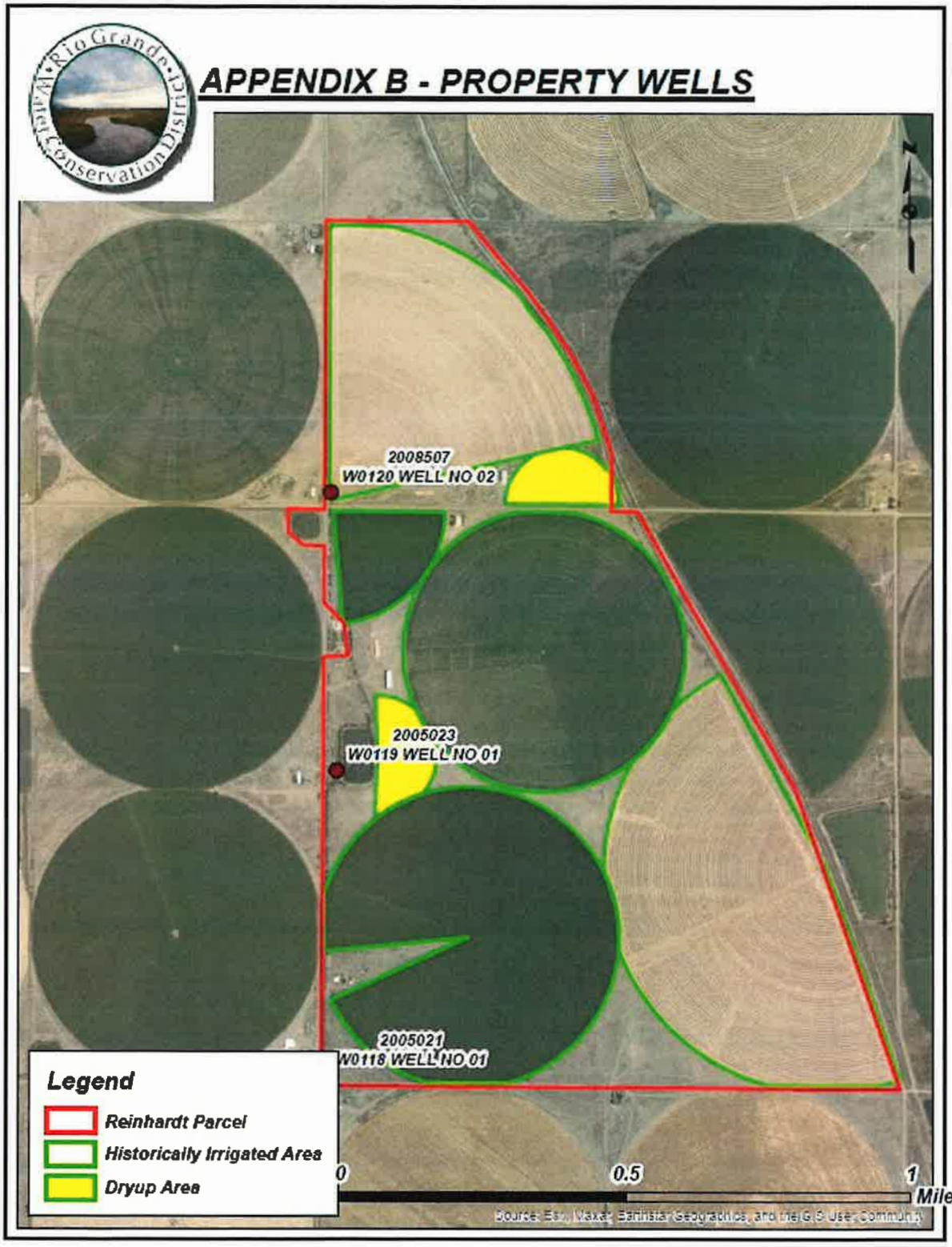

Rio Grande Water Conservation District
APPENDIX B - PROPERTY WELLS
2008507
W0120 WELL NO 02
2005023
W0119 WELL NO 01
2005021
W0118 WELL NO 01
Legend
Reinhardt Parcel
Historically Irrigated Area
Dryup Area
0
0.5
1
Miles
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT C

ENGINEERING REPORT
HISTORICAL CONSUMPTIVE USE

Rio Grande Water Conservation District
8805 Independence Way • Alamosa, Colorado 81101
Phone: (719) 589-6301 • Fax: (719) 992-2026
Protecting & Conserving San Luis Valley Water

January 15, 2025

Mr. Jason Ullmann, P.E.
Division of Water Resources
1313 Sherman St., Room 821
Denver, CO 80203

Mr. Craig Cotten, P.E.
Water Division Three
Colorado Division of Water Resources
301 Murphy Drive
Alamosa, CO 81101

Dear Mr. Ullmann and Mr. Cotton,

This Historic Consumptive Use (HCU) Summary has been prepared to show the amount of consumptive use historically associated with a portion of a farm (Farm) in Conejos County that will be fallowed for the 2025 irrigation season. This analysis is intended to support a Substitute Water Supply Plan (SWSP) request, filed pursuant to CRS 37-92-308(5). The SWSP request is for a change in the type and place of use of water rights detailed below. During the 2025 irrigation season, the Farm's owner (Owner) has fallowed certain portions of their farm that have been previously irrigated. The Rio Grande Water Conservation District's Special Improvement District #6 (Subdistrict) has leased from the Owner the amount of water historically consumed by the fallowed acres for the purpose of paying stream depletions caused by groundwater withdrawals. Details regarding the method for determining the amount of HCU credit available to the Subdistrict are presented below.

The requested period of approval for the SWSP is from the date of approval through March 31, 2025

Project Description

The Subdistrict is responsible to remedy injurious depletions that are a result of groundwater withdrawals being made by wells listed in the Annual Replacement Plan (ARP) to certain streams listed in its ARP. One such stream is the Alamosa River. This SWSP request is intended to change the use of 29.3 AF of water that is currently stored in Terrace Reservoir and allow for it to be used by the

Subdistrict for the purpose of remedying stream depletions on the Alamosa River caused by the groundwater withdrawals covered under the Subdistrict's ARP.

Project Location

The Farm participating in this project is comprised of 652.5 acres located in Sections 11 and 14 of Township 36N, Range 8E, NMPM in northern Conejos County, immediately west of the Monte Vista Canal. Of the total acreage, 536.4 acres is currently irrigated by 7 center pivot systems, ranging in size from 9.7 acres to 142.5 acres. The remainder of the land is not used for crop production and is not irrigated. An overview map is shown in Appendix A.

Of the 7 center pivots located on the property, the Owner will fallow the two smallest pivots for the 2025 irrigation season. The larger field (Field 1) is a 10.5 acre half-circle located in the NW ¼ of 14-36-8. The smaller field (Field 2) is 9.7 acre half-circle located in the SW ¼ of 11-36-8. Together, Fields 1 and 2 form the dry-up area, comprised of 20.2 acres. The dry-up area is shown in Appendix B. The remaining 516.2 acres will be irrigated during the 2025 irrigation season.

Water Supplies

Farm water sources consist of two separate water sources: the Alamosa River and three confined aquifer wells located on the Farm. All water from the Alamosa River (Surface Water) is delivered to the Farm via the Alamosa Creek Canal. The Surface Water delivered consists of both the Alamosa Creek Canal's various direct flow water rights as well as the Alamosa Creek Canal's portion of water previously stored in Terrace Reservoir pursuant to the reservoir's storage rights. Surface Water from both sources is allocated to the Farm based on the Farm's ownership of 53 shares out of the total outstanding 366 Alamosa Creek Canal shares. The wells are WDID Nos. 2008507, 2005021, 2005023. Both fields that will be fallowed for 2025 are within the historic area legally serviced by the Alamosa Creek Canal.

Along with water from the Alamosa Creek Canal, the dry-up area has also been historically irrigated with water from the three confined aquifer wells. Each well is metered separately and then may be co-mingled together along with the Farm's other Surface Water. All water from the wells and from the Alamosa Creek Canal is collected together into two centrally located reservoirs which each serve their respective center pivots. Fields 1 and 2 draw from separate reservoirs and do not have meters to specifically measure their usage, and therefore the amount of water assumed to be historically available to and consumed by the dry-up area was assumed to be similar to other parts of the Farm on a per acre basis.

Previous Consumptive Use Analysis Results

The Owner has previously requested a full farm HCU Analysis from Agro Engineering (Agro Report). The years 2000 through 2019 from the Agro Report have been summarized in Appendix C and the report is included in full as Appendix D. The HCU analysis in the Agro Report was performed for the entire Farm as well as other lands adjacent to the Farm that are now under different ownership. For the Farm in its current configuration, exclusive of adjacent lands for the 2000-2019 period summarized, the Agro Report shows that total on-farm diversions from all sources to the irrigated area would have totaled 36.2 AF. Assuming the current canal loss of 10% detailed in the Agro Report, ditch losses associated with the delivery of 36.2 AF from the canal would total 4.0 AF. Total canal headgate diversion associated with the dry-up area would be 40.2 AF, or 1.99 AF/irrigated acre.

After Ditch loss, the Farm has a total on-farm diversion of 1.79 AF/irrigated acre comprised of both groundwater and post ditch loss canal water. The 1.79 AF/acre is comprised of 1.45 AF/acre of consumptive use and 0.34 AF/acre of return flows to the local shallow aquifer.

The results of this analysis using the methods and assumptions outlined in the Agro Report show that by fallowing the 20.2 acre dry-up area, consisting of Field 1 and 2, the Owner will be eliminating the consumption of 29.3 AF. The fallowed area would have previously generated a return flow to the local shallow aquifer in the amount of 6.9 AF.

SWSP Operation

The Owner and the Subdistrict propose to operate this SWSP in the following manner that will prevent injury to any vested water rights and will also prevent any expansion of use. Each of the three sources of water for the dry-up area; canal water, reservoir water and groundwater; have a component of consumptive use and return flow associated with them and the surface water sources also have a canal loss component. In order to simplify the operation of this SWSP the Owner will lease to the Subdistrict 29.3 AF of their regular reservoir water right currently stored in Terrace Reservoir. The Owner will also use their reservoir water to satisfy the return flow and ditch loss components of this SWSP.

In order to prevent injury or expansion of use the Owner and the Subdistrict will ensure that 6.9 AF is delivered to an on-farm or nearby recharge facility during the 2025 irrigation season and that limitations are set on the Farm's groundwater withdrawals that reflect a reduced number of irrigated acres. The Owner must also continue to call for all water associated with their 53 shares of Alamosa Creek Canal and use that water to irrigate within the area historically irrigated on the Farm.

By operating the SWSP in the manner outlined above, the Owner will be able to avoid the unnecessary infrastructure and accounting expenses that would be required to use each of the three water sources to cover consumptive use, return flow and ditch loss in their own proportional amounts. That situation would lead to the Owner diverting groundwater consumptive use back into the canal to exchange upstream to the reservoir for the Subdistrict's use while at the same time running canal and reservoir water down the canal, past the groundwater sources to satisfy return flow obligations. By using reservoir water for all three components of the historic usage and setting the appropriate limitations and requirements outlined in this section, the Owner and the Subdistrict will be able to ensure that there is no expansion of use or injury to any other water rights based on the operation of this SWSP.

Return Flows

As noted in the analysis above, the historic return flows associated with the dry-up parcel totaled 6.9 AF. This SWSP proposes to mimic this return flow by recharging 6.9 AF of the leased water either on the Farm in a recharge area or at a dedicated recharge facility located in the SE ¼ of the NW ¼ 22-36N-8E NMPM. The dedicated recharge site is located approximately 1 mile from the Farm and is owned by EXPO, LLC and is used to recharge their water pursuant to 14CW3027. The site is shown as the Expo Recharge Facility in Appendix A. Water recharged at either site will be measured in a manner acceptable to the Division Engineer and shall total at least 6.9 AF. An agreement between the Subdistrict and EXPO, LLC will be provided prior to recharging any water in the Expo recharge facility.

Groundwater Limitations

In order to prevent expansion of use, a limit will be placed on total diversions that may be made by the Owner. The decree entered in 22CW3044 was based upon the Agro Report shown in Appendix D and lists a groundwater withdrawal limitation of 604 AF for use on 535 acres. The Owner will comply with the decreed limitations for both groundwater withdrawals and acreage limitations for the 2025 growing season, less the amount of land being fallowed and the amount of reservoir water being leased by the subdistrict. This results in a total well diversion limitation by the Farm from all three wells being limited to 563.8 AF based on an irrigated acreage of 514.8 acres.

Leased Water Allocation

The Subdistrict will lease 40.2 AF from the Owner that will be comprised of water that would have otherwise been deliverable to the Farm under the reservoir storage rights of the Alamosa Creek Canal. Of the amount leased, 29.3 AF will be available to the Subdistrict to remedy daily stream depletions. This is equivalent to the CU that is being eliminated by drying up Fields 1 and 2. To cover ditch losses, 4.0 AF of the leased reservoir water will be returned to the other shareholders of the Alamosa Creek Canal and will be allowed to flow in that canal to cover any ditch losses. A portion of the 4.0 AF may also be used to carry the return flow obligation to the selected recharge site. The remaining 6.9 AF will be diverted at the selected recharge facility and recharged as outlined above. The Owner will be able to divert any remaining reservoir water normally attributable to their Farm and will continue diverting the Farm's full share of Alamosa Creek Canal water.

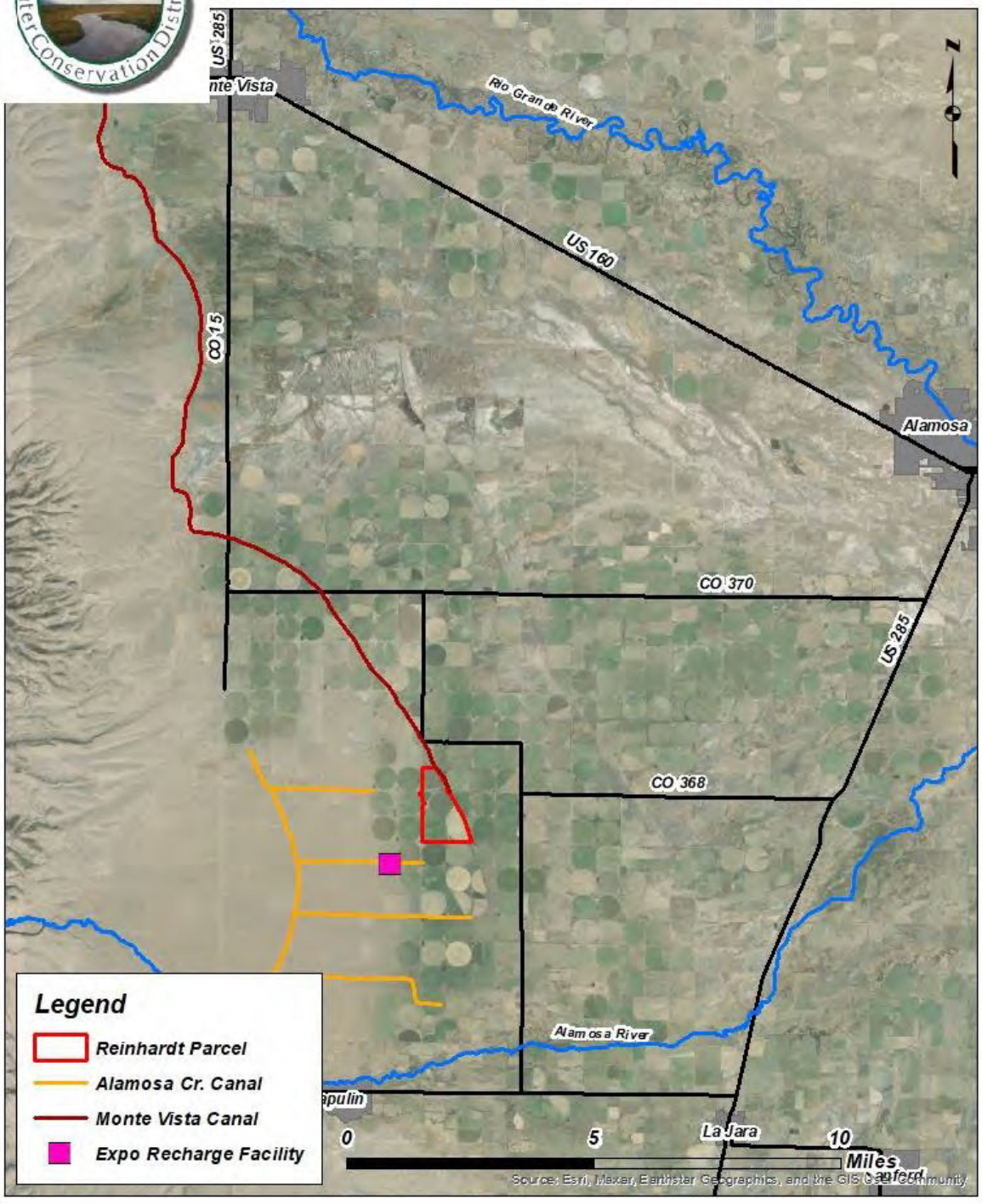
Please contact us with any questions or concerns.

Sincerely,
Rio Grande Water Conservation District

APPENDIX A

Property Overview Map

APPENDIX A - AREA OVERVIEW



APPENDIX B

Dry-up Area Map

APPENDIX B - DRYUP AREA



APPENDIX C

Agro Report Summary

Year	Acreage	Barley Proportion	Alfalfa Proportion	Irrigation Water Requirement (AF)	Total Diversion Requirement (AF)	Surface Water Available (AF)	Groundwater Required (AF)	Groundwater Available (AF)	Diversion Satisfied	Consumptive Use (AF)	Consumptive Use per Acre (AF/Acre)	On-Farm Diversion after Ditch Loss (AF/Acre)	Total Diversion (AF/Acre)
2000	519.9	73.1%	19.8%	782.4	1037.7	977.8	59.9	59.9	100%	782.4	1.50	2.00	2.22
2001	502.9	66.4%	22.6%	696.4	909.5	898.1	11.4	11.4	100%	696.4	1.38	1.81	2.01
2002	486.1	59.1%	25.7%	836.8	1074.9	546.8	528.1	479.2	95%	798.7	1.64	2.11	2.35
2003	469.1	51.4%	29.0%	828.1	1047.2	779.1	268.1	268.1	100%	828.1	1.77	2.23	2.48
2004	452.3	43.0%	32.5%	729.3	907.6	829.4	78.2	78.3	100%	729.3	1.61	2.01	2.23
2005	535.5	27.7%	48.2%	984.1	1201.1	1137.1	64	64	100%	984.1	1.84	2.24	2.49
2006	269	75.8%	24.2%	367	456.7	353.4	103.3	103.2	100%	366.9	1.36	1.70	1.89
2007	353.8	73.3%	26.7%	501.6	618.7	618.8	-0.1	0	100%	501.6	1.42	1.75	1.94
2008	438.5	71.8%	28.3%	582.6	714.5	714.5	0	0	100%	582.6	1.33	1.63	1.81
2009	523.1	70.7%	29.3%	675.6	825.8	817.7	8.1	37.2	100%	675.6	1.29	1.58	1.75
2010	521	71.0%	29.0%	753.1	918.6	709.8	208.8	240.9	100%	753.1	1.45	1.76	1.96
2011	518.8	71.3%	28.7%	797.3	970.1	544.7	425.4	547.7	100%	797.3	1.54	1.87	2.08
2012	523.6	70.7%	29.3%	790.4	957.3	598.4	358.9	395.1	100%	790.4	1.51	1.83	2.03
2013	528.2	70.1%	29.9%	796.5	959.6	487.8	471.8	548.5	100%	796.5	1.51	1.82	2.02
2014	528.2	71.7%	28.3%	738.9	890.2	634.2	256	252.1	100%	735.7	1.39	1.68	1.86
2015	528.2	73.3%	26.7%	733.6	884	558	326	100.5	74%	546.5	1.03	1.25	1.39
2016	515	72.7%	27.3%	732.2	882.3	733.3	149	106.9	95%	697.3	1.35	1.63	1.81
2017	526.7	68.5%	31.5%	752.9	907.2	773.3	133.9	35.1	89%	670.9	1.27	1.53	1.71
2018	526.7	69.7%	18.1%	779.5	939.3	714.4	224.9	329.1	100%	779.5	1.48	1.78	1.98
2019	526.7	70.8%	4.7%	762.2	918.3	847	71.3	40.8	97%	736.9	1.40	1.69	1.87
										Average	**1.45**	**1.79**	**1.99**

APPENDIX D

Agro Report

HISTORIC CONSUMPTIVE USE ANALYSIS

FOR ROD REINHARDT

S14, T36N, R8E, NMPM &

SW, S11, T36N, R8E NMPM

SEPTEMBER 2022

AGRO ENGINEERING INC.

JASON LORENZ P.E.

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Introduction

Rod Reinhardt owns a farm in Conejos County. It consists of five quarter sections (S14, T36N, R8E, NMPM & SW, S11, T36N, R8E NMPM). It has been farmed in alfalfa and small grains.

It is served by 53 shares of the Alamosa Creek Canal WDID 2100503 and Terrace Reservoir (WDID 2103583). There are 366 total shares on this canal currently and prior to 1993 there were 311 shares. Reservoir diversions are included in canal diversions in this study. The canal was concrete lined in 1993. Prior to the lining of the ditch there were 60% losses in delivering water. After lining of the ditch there are 10% losses in delivering water.

In addition to the surface water there are three wells. All wells are in the confined aquifer.

WDID 2005021, Permit 8261-R and 9283-F, W118 #1 is located in the SW,SW,SW,14,36N,8E,NMPM.. It has a priority date of appropriation of 8/31/1941 for a flow of 800 gpm, 12/31/1947 for an additional 740 gpm ,and 4/22/1965 for an additional 710 gpm for a total of 2250 gpm. It is silent to the area of use but limited to 160 acres. It is silent to diversion limitation. It is drilled to a depth of 804 feet.

WDID 2005023, Permit 5772-R and 8264-F, W119 #1 is located in the SW,NW,14,36N,8E,NMPM. It has a priority date of appropriation of 12/31/1938 for 1600 gpm and 5/31/1964 for an additional 860 gpm for a total flow limitation of 2460 gpm. It's area of use is the NW and NW,14,36N,8E,NMPM and limited to 225 acres. It is silent to diversion limitations. It is drilled to a depth of 700 feet.

WDID 208507, Permit 8262-R, W120 #2 is located in SW,SW,11,36N,8E,NMPM. It has a priority date of appropriation of 3/31/1948 for 1000 gpm. It is limited to irrigating 160 acres in the SW,11,36N,8E, NMPM with a diversion limitation of 480 acre-ft.

These parcels have been farmed in conjunction with other fields and with varying shares of ditch water over the time period of the study.

Prior to 1978 the farm consisted of the SE,S22,14,36N,8E,NMPM, all of S23,14,36N,8E,NMPM, and the SE,S14,36N,8E,NMPM and was served with 56 shares of Alamosa Creek Canal and Terrace Reservoir. Prior to the farm being split, the SE of 14 was served by WDID 2009128 and 2009129 in addition to the surface water.

> WDID 2009128, Permit 8215-R, W 464#4 is located in the SW,SW,NE,23,36N,8E,NMPM. It has a priority date of appropriation of 6/30/1941 for a flow limitation of 1100 gpm. It's area of use is the NE,23,36N,8E,NMPM and SE,14,36N,8E,NMPM. It has a combined diversion limitation of 870 acre-ft and combined acreage limitation of 290 acres with WDID 2009129. It is drilled to a depth of 249 feet.
>
> WDID 2009129, Permit 8216-R, W 464#5 is located in the SW,NE,23,36N,8E,NMPM. It has a priority date of appropriation of 6/30/1945 for a flow limitation of 1037 gpm. It's area of use is the NE,23,36N,8E,NMPM and SE,14,36N,8E,NMPM. It has a combined diversion limitation of 870 acre-ft and combined acreage limitation of 290 acres with WDID 2009128. It is drilled to a depth of 250 feet.

In 1978 the farm was split into two farms, one consisting of the NE,SW,&SE of S23 owned by Royce Reinhardt and the other consisting of SE of S22, NW of 23, SE of 14 owned by Roland Reinhardt. The

ditch water shares were split evenly between the farms at 28 shares each. For the purposes of this analysis the NE,SW,&SE of S23 are included from 1960 to 1977 for purposes of determining the diversion supplied by surface water available to each field.

In 1984 Roland Reinhardt purchased the NW, SW, and NE west of Monte Vista Canal of S14,36N,8E,NMPM along with an additional 45 shares. This brought his total shares to 73. In this analysis prior to this purchase these quarters were assumed to be farmed NW,SW, and NE west of Monte Vista Canal of S14,36N,8E,NMPM together with 45 shares.

In 1985 Rod Reinhardt purchased SW,S11,36N,8E,NMPM and the N1/2,S15,36N,8E,NMPM along with 35 shares. For this analysis it is assumed that these fields were farmed together with these shares beginning at the beginning of the analysis in 1960.

In 1994 Rod purchased Sec 14 from Roland along with the 45 shares bringing his total shares to 80. Up until this point the SE of S22 and NW of S23 were included in the analysis to account for surface water availability to each field. After this point these fields were no longer included in the analysis.

In 2005 Rod sold the N1/2 of S15 with 27shares. were included in the analysis to account for surface water availability to each field. After this point these fields were no longer included in the analysis. This brought the farm to it's current configuration of S14 west of the Monte Vista Canal and the SE of S11 with a total of 53 shares.

Historical Consumptive Use Analysis

For the historical consumptive use analysis aerial photos were used to determine if irrigation occurred, the irrigated acreage, cropping and irrigation method. The analysis begins in 1960 based on the first aerial photograph available. For years when aerials were not available the acreage was linearly interpolated from the images preceding and following the missing years. Table 3 provides the total irrigated acreage per year by quarter section. Parcels that are no longer included in the farm are summed as a single column in the table. Appendix A contains historic aerial photography.

Weather data was from the Monte Vista 2W station USC00055706 with any missing data from Alamosa San Luis Valley station USW00023061. State CU was used to calculate crop water requirement, effective precipitation and irrigation water requirement. Appendix B contains StateCU results. Rio Grande calibration were used for the crop coefficients. The cropping was alfalfa and small grains. The irrigation method was flood and sprinkler irrigation. Field irrigation water requirement was calculated for both flood and sprinkler irrigation by multiplying the acreage for each method by the irrigation water requirement of the crop for that year, Appendix C contains the irrigation water requirement, diversion, consumptive use and source calculations for each quarter section. A monthly time step was used.

Table 4 summarizes the total irrigation water requirement by quarter section. Diversion required for each irrigation method was calculated by dividing the flood irrigation water requirement by 60% and the sprinkler irrigation water requirement by 83%. The flood and sprinkler diversion requirements were summed to calculate the total diversion requirement(summarized by quarter section in table 4). The diversion requirement is compared to the surface water available.

The surface water available is calculated by multiplying the overall canal diversion by the farms pro-rata share of canal and less the canal delivery losses. For the time period 1960 through 1977 the pro-rata share is 56 shares out of 311 shares total or 18.0% with 60% canal losses.

From 1978 to 1983 Roland's pro-rata share was 28 out of 311 shares or 9.0% with 60% canal loss. For 1984 through 1992 Roland's fields had 73 shares out of 311 shares or 23.5% with 60% canal losses. For 1993 Roland had 73 shares out of 366 shares total or 19.9% with 10% canal losses.

From 1985 through 1992 Rod's pro-rata share was 35 shares out of 311 or 11.3% with 60% losses. In 1993 Rod had 35 shares out of 366 or 9.6% with 10% losses. From 1994 to 2004 Rod had 80 shares out of 366(21.9%) and 10% losses. From 2005 Rod owned 53 shares out of 366 total(15.3%) with 10% ditch losses. Appendix D contains the Surface Water Available tables. Surface water available was compared to the diversion requirements on a monthly basis.

The order of use of surface water is based upon average well diversion records from 2009 to 2019, in order of least groundwater diversion to most for these quarter sections. It was assumed that surface water was available to the quarters with the least diversion first and after their diversion requirement was met the remaining surface water was available to the next quarter. Table 1 presents the order of surface water use for each parcel with the average well diversions (2009-2019) in parenthesis. Parcells are grouped by the shares of ditch water which served them in a given time period. Table 6 summarizes the diversion requirement supplied by surface water on each parcel.

Table 1 Order of Surface Water Use

		Order of Surface Water Use						
	Shares	Parcels (average well diversion 2009-2019)						
1960	56	SE23 (0)	NE23 (50% of 27.5)	SE14 (50% of 27.5)	SE22 (88.34)	NW23 (89.61)	SW23(207.9)	
	45	SW14(7)	NE14 (27%165.6)	NW14(73% 165.6)				
	35	NW15 (0)	SW11 (69.73)	NE15 (220.99)				
1978	28	SE14 (0)	SE22 (88.34)	NW23 (89.61)				
	45	SW14(7)	NE14 (27%165.6)	NW14(73% 165.6)				
	35	NW15 (0)	SW11 (69.73)	NE15 (220.99)				
1984	73	SE14 (0)	SW14(7)	NE14 (27%165.6)	SE22 (88.34)	NW23 (89.61)	NW14(73% 165.6)	
	35	NW15 (0)	SW11 (69.73)	NE15 (220.99)				
1994	80	SE14 (0)	NW15 (0)	SW14(7)	NE14 (27%165.6)	SW11 (69.73)	NW14(73% 165.6)	NE15 (220.99)
2005	53	SE14 (0)	SW14(7)	NE14 (27%165.6)	SW11 (69.73)	NW14(73% 165.6)		

Any diversion requirement that could not be supplied by surface water was assumed to be supplied by ground water(See Table 7). For the years 2009 through 2019 the average estimated diversion by wells was compared to the average diversion measured. A correction factor of 82.4% was multiplied to the monthly irrigation water requirement such that the total average estimated consumptive use for 2009 through 2019 for the five quarter sections equaled the average total metered well diversions for the same time period See Table 2.

Table 2 Comparison of Estimated to Metered Diversion

	2009-2019 Average Well Diversion Estimate	Average Well Diversion Metered	Difference
SE 14	0.1	0.0	-0.1
SW 14	8.0	17.0	9.0
SW 11	79.9	56.9	-23.1
NE 14	17.1	0.0	-17.1
NW 14	134.4	165.6	31.2
			0.0
	Correction Factor		82.4%

The SW,NE, and SE of section 23 had a 75.8% correction factor applied based on a similar comparison of these fields with current diversions. In Table 7 for the years when metered data was available actual diversion records are used and included in the parcel where the well is located.

As these wells are confined wells the diversions by the wells are fully consumptive relative to the originating aquifer.

Table 3 Irrigated Acres

	Irrigated Acres							Total
Year	Former Farm Parcels	SE 14	SW 14	SW 11	NE 14	NW 14	Total	Current Farm
	acres	acres	acres	acres	acres	acres	acres	Acres
1960	287.7	139.8	150.3	119.9	48.2	97.4	843.3	555.6
1961	343.6	139.3	149.3	118.6	48.6	103.8	903.2	559.6
1962	399.5	138.8	148.2	117.3	49.0	110.3	963.1	563.6
1963	455.4	138.3	147.2	116.0	49.4	116.7	1023.0	567.6
1964	511.3	137.8	146.1	114.7	49.8	123.1	1082.8	571.5
1965	567.2	137.3	145.1	113.4	50.2	129.6	1142.7	575.5
1966	623.1	136.8	144.0	112.1	50.6	136.0	1202.6	579.5
1967	566.2	136.8	106.6	112.1	50.6	44.9	1017.1	450.9
1968	563.3	136.7	106.0	112.1	50.6	55.1	1023.8	460.5
1969	560.3	136.7	105.4	112.1	50.6	65.4	1030.5	470.2
1970	557.4	136.7	104.8	112.1	50.6	75.6	1037.2	479.8
1971	554.5	136.6	104.2	112.1	50.6	85.9	1043.9	489.4
1972	551.6	136.6	103.6	112.1	50.6	96.1	1050.6	499.0
1973	548.6	136.6	103.0	112.1	50.6	106.4	1057.3	508.7
1974	545.7	136.5	102.4	112.1	50.6	116.6	1064.0	518.3
1975	542.8	136.5	101.8	112.1	50.6	126.9	1070.7	527.9
1976	537.5	136.3	85.2	111.5	48.3	121.1	1039.9	502.5
1977	532.1	136.2	68.6	110.9	46.1	115.3	1009.2	477.1
1978	526.8	136.0	52.0	110.3	43.8	109.5	978.4	451.6
1979	363.6	136.1	59.0	109.8	43.8	111.8	824.0	460.5
1980	402.0	136.2	78.9	109.2	43.8	114.2	884.3	482.3
1981	440.4	136.4	98.9	108.6	43.8	116.5	944.6	504.1
1982	478.9	136.5	118.8	108.0	43.8	118.9	1004.8	526.0
1983	517.3	136.6	138.8	107.4	43.8	121.2	1065.1	547.8
1984	445.8	136.6	141.3	112.1	30.0	60.6	926.4	480.6
1985	493.4	136.6	143.8	116.8	19.7	0.0	910.3	416.9
1986	493.4	40.7	142.5	116.8	28.4	45.3	867.2	373.8
1987	493.4	81.4	141.2	116.8	37.2	90.7	960.6	467.2
1988	493.4	122.1	139.9	116.8	45.9	136.0	1054.1	560.7
1989	493.4	122.1	136.2	116.8	49.9	136.0	1054.4	561.0
1990	493.4	122.1	134.4	116.8	49.9	125.6	1042.1	548.7
1991	493.4	122.1	132.6	116.8	49.9	115.1	1029.9	536.5
1992	493.4	122.1	130.7	116.8	49.9	104.7	1017.6	524.2
1993	493.4	122.1	128.9	116.8	49.9	94.2	1005.3	511.9
1994	141.7	122.1	128.9	116.8	49.9	102.6	662.0	520.3
1995	165.5	122.1	128.9	116.8	49.9	110.9	694.2	528.6
1996	189.4	122.1	128.9	116.8	49.9	119.3	726.3	537.0
1997	213.2	122.1	128.9	116.8	49.9	127.6	758.5	545.3
1998	237.0	122.1	128.9	116.8	49.9	136.0	790.7	553.7
1999	237.1	122.1	128.9	101.6	49.3	134.9	773.8	536.8
2000	237.1	122.1	128.9	86.4	48.8	133.7	757.0	519.9
2001	237.2	122.1	128.9	71.2	48.2	132.6	740.1	503.0
2002	237.2	122.1	128.9	56.0	47.6	131.4	723.3	486.0
2003	237.3	122.1	128.9	40.8	47.0	130.3	706.4	469.1
2004	237.4	122.1	128.9	25.6	46.5	129.1	689.6	452.2
2005	0.0	122.1	128.9	110.6	45.9	128.0	535.5	535.5
2006	0.0	30.5	32.2	35.5	45.9	124.9	269.0	269.0
2007	0.0	61.1	64.5	60.5	45.9	121.8	353.7	353.7
2008	0.0	91.6	96.7	85.6	45.9	118.7	438.4	438.4
2009	0.0	122.1	128.9	110.6	45.9	115.6	523.1	523.1
2010	0.0	122.1	128.9	110.6	45.9	113.5	521.0	521.0
2011	0.0	122.1	128.9	110.6	45.9	111.3	518.8	518.8
2012	0.0	122.1	129.7	110.6	45.9	115.3	523.5	523.5
2013	0.0	122.1	130.4	110.6	45.9	119.2	528.2	528.2
2014	0.0	122.1	130.4	110.6	45.9	119.2	528.2	528.2
2015	0.0	122.1	130.4	110.6	45.9	119.2	528.2	528.2
2016	0.0	122.1	129.7	110.6	45.9	106.7	515.0	515.0
2017	0.0	122.1	128.9	110.6	45.9	119.2	526.7	526.7
2018	0.0	122.1	128.9	110.6	45.9	119.2	526.7	526.7
2019	0.0	122.1	128.9	110.6	45.9	119.2	526.7	526.7
Average	320.6	123.5	120.1	105.6	46.6	109.8	826.0	505.4
Maximum	623.1	139.8	150.3	119.9	50.6	136.0	1202.6	579.5
Minimum	0.0	30.5	32.2	25.6	19.7	0.0	269.0	269.0

Table 4 Irrigation Water Requirement

	Irrigation Water Requirement							Total
Year	Former Farm Parcels acre-ft	SE 14 acre-ft	SW 14 acre-ft	SW 11 acre-ft	NE 14 acre-ft	NW 14 acre-ft	Total acre-ft	Current Farm acre-ft
1960	494.5	211.0	236.6	171.2	57.8	174.0	1345.2	850.7
1961	560.1	215.5	242.1	181.7	65.9	178.1	1443.5	883.4
1962	584.0	203.2	232.3	178.6	67.0	171.5	1436.6	852.6
1963	718.1	231.5	265.6	211.8	84.2	194.5	1705.7	987.6
1964	736.6	221.2	254.9	210.2	87.7	185.3	1695.9	959.3
1965	816.0	228.2	263.0	222.8	97.0	192.1	1819.1	1003.1
1966	982.4	261.6	305.0	268.1	121.0	216.9	2155.0	1172.6
1967	806.8	223.1	219.1	230.4	104.0	92.2	1675.5	868.7
1968	877.1	231.5	220.1	232.8	105.1	114.4	1781.0	903.9
1969	890.8	227.3	214.7	228.3	103.1	133.1	1797.4	906.6
1970	983.1	244.2	223.5	239.1	107.9	161.3	1959.0	975.9
1971	975.1	233.2	219.0	235.6	106.4	180.5	1949.9	974.8
1972	1071.5	248.1	232.4	251.4	113.5	215.6	2132.6	1061.1
1973	1077.6	246.1	224.0	243.8	110.0	231.4	2132.8	1055.2
1974	1172.1	252.2	237.4	259.9	117.3	270.5	2309.5	1137.4
1975	1053.1	231.7	205.8	226.6	102.3	256.5	2075.9	1022.8
1976	950.1	205.1	149.3	216.8	97.9	216.8	1835.9	885.8
1977	905.7	203.0	96.6	219.6	98.7	190.0	1713.5	807.8
1978	355.4	169.9	29.2	181.7	79.9	136.8	952.8	597.5
1979	495.8	188.7	7.3	182.8	82.5	154.5	1111.7	615.9
1980	620.6	222.7	11.2	177.2	77.4	185.2	1294.3	673.7
1981	649.9	227.8	12.5	151.6	66.7	191.2	1299.6	649.7
1982	643.3	209.7	14.3	128.5	54.8	178.8	1229.4	586.1
1983	756.8	236.2	18.1	130.3	54.9	203.5	1399.8	642.9
1984	598.2	202.8	17.3	129.9	41.2	105.9	1095.2	497.0
1985	572.4	158.5	17.3	135.5	35.8	0.0	919.6	347.1
1986	565.9	69.3	15.6	134.0	39.9	52.0	876.7	310.8
1987	610.7	163.5	15.2	144.6	51.1	112.2	1097.3	486.6
1988	645.2	274.8	14.4	152.7	60.0	177.8	1325.0	679.8
1989	612.7	151.6	15.7	145.0	62.0	207.0	1194.0	581.3
1990	596.8	147.7	10.7	141.3	60.4	174.9	1131.8	534.9
1991	553.3	136.9	6.9	131.0	56.0	145.3	1029.4	476.1
1992	517.6	128.1	3.6	122.5	52.3	119.3	943.3	425.8
1993	510.2	126.3	0.0	120.8	51.6	97.4	906.3	396.1
1994	201.6	156.0	0.0	156.0	63.8	138.3	715.7	514.1
1995	216.3	137.2	0.0	141.2	56.1	135.3	686.1	469.8
1996	300.6	149.4	0.0	165.6	61.1	170.1	846.8	546.2
1997	315.8	140.5	0.0	157.6	57.4	171.6	842.9	527.0
1998	391.9	153.6	0.0	177.8	62.8	204.0	990.2	598.3
1999	328.4	145.5	0.0	131.4	56.4	170.9	832.7	504.2
2000	408.1	185.7	0.0	134.4	66.2	200.1	994.5	586.4
2001	365.3	179.6	0.0	97.1	59.0	171.0	872.1	506.8
2002	427.1	226.7	0.0	91.4	74.7	204.7	1024.5	597.5
2003	422.5	240.1	0.0	64.4	74.7	195.6	997.3	574.8
2004	370.5	224.7	0.0	34.2	66.7	166.5	862.6	492.2
2005	0.0	253.2	0.0	220.5	72.0	171.1	716.9	716.9
2006	0.0	36.0	0.0	43.8	70.0	179.2	329.0	329.0
2007	0.0	73.4	0.0	77.0	73.7	200.0	424.1	424.1
2008	0.0	105.5	0.0	103.4	68.6	193.6	471.1	471.1
2009	0.0	135.6	0.0	129.3	67.8	199.8	532.4	532.4
2010	0.0	152.7	0.0	145.3	75.7	218.2	592.0	592.0
2011	0.0	166.5	0.0	157.1	79.0	218.9	621.5	621.5
2012	0.0	205.4	0.0	144.3	77.2	199.4	626.3	626.3
2013	0.0	242.9	0.0	144.1	72.6	167.0	626.6	626.6
2014	0.0	226.6	0.0	134.8	67.9	150.7	579.9	579.9
2015	0.0	230.4	0.0	133.6	68.1	144.0	576.1	576.1
2016	0.0	230.2	0.0	138.0	69.2	133.1	570.5	570.5
2017	0.0	222.5	0.0	138.2	68.0	163.2	591.9	591.9
2018	0.0	202.2	0.0	133.6	63.8	166.4	566.1	566.1
2019	0.0	155.6	0.0	141.0	58.5	166.7	521.8	521.8
Average	478.5	191.8	70.8	161.2	73.7	170.3	1146.4	667.9
Maximum	1172.1	274.8	305.0	268.1	121.0	270.5	2309.5	1172.6
Minimum	0.0	36.0	0.0	34.2	35.8	0.0	329.0	310.8

Table 5 Diversion Requirement

Year	Diversion Requirement Former Farm Parcels acre-ft	SE 14 acre-ft	SW 14 acre-ft	SW 11 acre-ft	NE 14 acre-ft	NW 14 acre-ft	Total acre-ft	Total Current Farm acre-ft
1960	824.1	351.7	394.3	285.3	96.4	290.1	2241.9	1417.8
1961	933.5	359.2	403.6	302.8	109.9	296.9	2405.8	1472.4
1962	973.3	338.6	387.2	297.7	111.6	285.8	2394.3	1421.0
1963	1196.9	385.8	442.7	353.1	140.4	324.1	2842.9	1646.0
1964	1227.7	368.6	424.8	350.3	146.2	308.9	2826.6	1598.9
1965	1360.0	380.3	438.3	371.4	161.7	320.1	3031.8	1671.8
1966	1637.3	435.9	508.4	446.8	201.7	361.5	3591.6	1954.3
1967	1307.5	371.8	365.1	384.0	172.9	142.1	2743.4	1435.9
1968	1386.7	385.8	366.9	388.0	174.4	167.4	2869.1	1482.4
1969	1374.0	378.9	357.8	380.6	170.7	187.6	2849.6	1475.5
1970	1484.2	407.0	372.5	398.4	178.3	220.8	3061.3	1577.1
1971	1435.0	388.7	365.1	392.7	175.4	241.8	2998.7	1563.7
1972	1542.4	413.6	387.3	419.1	186.7	283.8	3232.8	1690.4
1973	1520.6	410.2	373.3	406.3	180.7	300.0	3191.1	1670.5
1974	1617.9	420.4	395.7	433.2	192.2	346.6	3406.0	1788.1
1975	1426.1	386.1	342.9	377.6	167.2	325.3	3025.3	1599.2
1976	1258.3	341.8	277.6	361.3	160.3	272.1	2671.4	1413.1
1977	1163.7	338.3	222.6	366.0	161.9	234.8	2487.2	1323.5
1978	444.3	283.2	128.0	302.8	131.2	164.8	1454.2	1009.9
1979	649.0	314.4	138.9	304.7	135.3	187.5	1729.8	1080.8
1980	810.7	371.2	182.4	295.3	126.4	226.1	2012.1	1201.3
1981	845.8	379.6	212.4	252.7	108.4	234.2	2033.0	1187.2
1982	839.8	349.6	216.0	214.2	88.9	220.2	1928.7	1088.8
1983	988.5	393.6	266.4	217.1	88.8	251.7	2206.1	1217.6
1984	757.4	338.0	240.1	216.5	68.6	130.7	1751.2	993.8
1985	689.7	264.1	209.0	225.9	59.7	0.0	1448.4	758.7
1986	681.9	83.5	204.1	223.3	58.4	70.0	1321.2	639.3
1987	735.7	197.0	217.6	240.9	67.6	151.1	1610.0	874.3
1988	777.4	331.1	227.1	254.6	72.3	239.5	1901.9	1124.5
1989	738.2	182.7	219.0	241.7	74.7	290.9	1747.2	1009.1
1990	719.1	178.0	234.2	235.5	72.7	238.9	1678.4	959.3
1991	666.7	165.0	245.8	218.3	67.4	193.3	1556.5	889.8
1992	623.6	154.3	274.6	204.2	63.1	153.1	1472.9	849.3
1993	614.8	152.1	287.0	201.3	62.2	117.4	1434.8	820.0
1994	266.4	188.0	305.2	260.0	76.8	174.8	1271.2	1004.8
1995	299.3	165.3	233.7	235.4	67.6	176.6	1177.8	878.5
1996	434.4	180.0	249.9	276.0	73.6	230.3	1444.2	1009.8
1997	463.7	169.2	201.7	262.6	69.2	236.0	1402.3	938.6
1998	584.7	185.1	195.4	296.4	75.6	285.3	1622.5	1037.8
1999	486.6	175.3	185.1	218.9	68.0	234.5	1368.5	881.9
2000	611.7	223.7	236.1	224.1	79.8	273.9	1649.3	1037.6
2001	550.7	216.4	228.4	161.9	71.1	231.7	1460.1	909.5
2002	636.5	273.2	288.4	152.3	90.0	271.0	1711.3	1074.8
2003	631.3	289.2	305.4	107.4	90.0	255.3	1678.6	1047.3
2004	554.1	270.7	285.8	57.0	80.4	213.7	1461.7	907.6
2005	0.0	305.1	322.1	271.6	86.8	215.6	1201.1	1201.1
2006	0.0	43.4	45.8	59.3	84.4	223.7	456.6	456.6
2007	0.0	88.5	93.4	100.5	88.8	247.6	618.8	618.8
2008	0.0	127.1	134.2	132.4	82.6	238.2	714.4	714.4
2009	0.0	163.4	172.5	164.0	81.7	244.1	825.7	825.7
2010	0.0	184.0	194.3	184.3	91.2	264.8	918.6	918.6
2011	0.0	200.6	211.8	198.7	95.2	263.8	970.1	970.1
2012	0.0	247.5	197.7	178.9	93.0	240.2	957.3	957.3
2013	0.0	292.6	204.7	173.6	87.5	201.2	959.6	959.6
2014	0.0	273.0	191.5	162.4	81.7	181.6	890.2	890.2
2015	0.0	277.6	189.8	161.0	82.1	173.5	883.9	883.9
2016	0.0	277.4	194.9	166.2	83.4	160.4	882.2	882.2
2017	0.0	268.0	194.0	166.5	82.0	196.7	907.1	907.1
2018	0.0	243.7	257.2	161.0	76.9	200.5	939.2	939.2
2019	0.0	187.5	289.6	169.9	70.5	200.8	918.3	918.3
Average	679.5	275.3	265.6	254.4	105.7	226.9	1807.5	1127.9
Maximum	1637.3	435.9	508.4	446.8	201.7	361.5	3591.6	1954.3
Minimum	0.0	43.4	45.8	57.0	58.4	0.0	456.6	456.6

Table 6 Diversion Supplied by Surface Water

Year	Diversion Supplied by Surface Water Former Farm Parcels acre-ft	SE 14 acre-ft	SW 14 acre-ft	SW 11 acre-ft	NE 14 acre-ft	NW 14 acre-ft	Total acre-ft	Total Current Farm acre-ft
1960	226.3	327.5	345.7	251.3	14.5	44.9	1210.1	983.9
1961	204.2	214.0	268.3	203.6	13.7	25.5	929.3	725.1
1962	591.4	333.5	378.6	291.9	108.6	117.6	1821.6	1230.2
1963	193.9	31.2	166.9	130.2	2.9	6.4	531.5	337.7
1964	177.7	70.6	194.9	152.2	1.6	2.3	599.2	421.5
1965	460.9	350.9	435.7	358.7	111.9	31.2	1749.4	1288.4
1966	456.6	169.8	375.7	306.5	47.5	35.6	1391.7	935.1
1967	258.4	63.7	244.3	193.9	6.8	4.1	771.2	512.8
1968	418.4	144.3	339.8	332.3	96.1	6.1	1337.0	918.7
1969	460.0	113.2	317.2	303.0	81.4	22.7	1297.6	837.6
1970	467.6	160.5	326.1	330.8	114.8	33.2	1432.9	965.4
1971	204.6	9.3	145.8	116.9	5.7	7.9	490.2	285.6
1972	285.4	13.1	205.4	163.4	5.8	8.9	682.1	396.7
1973	464.5	143.7	325.3	339.2	122.1	21.1	1415.8	951.3
1974	315.9	22.0	246.0	210.9	25.3	0.0	820.0	504.1
1975	475.4	153.3	315.3	324.5	117.7	38.3	1424.5	949.1
1976	376.9	157.7	243.7	294.4	120.9	40.5	1234.2	857.3
1977	234.0	20.0	185.7	152.3	9.5	3.3	604.7	370.7
1978	3.9	57.2	83.8	97.5	37.7	1.1	281.2	277.3
1979	275.5	280.9	132.1	268.8	120.1	168.7	1246.1	970.6
1980	250.4	244.1	165.0	183.1	88.0	119.5	1050.2	799.8
1981	127.6	102.5	156.2	0.5	8.5	0.0	395.3	267.7
1982	195.7	217.5	216.0	77.9	82.0	48.7	837.8	642.2
1983	616.7	382.6	255.7	113.8	56.2	142.0	1566.9	950.2
1984	313.4	338.0	240.1	163.9	68.6	44.8	1168.7	855.4
1985	407.5	264.1	209.0	145.2	59.7	0.0	1085.5	678.0
1986	318.7	83.5	203.2	97.5	43.7	23.2	769.8	451.1
1987	476.4	197.0	217.6	182.5	67.6	12.9	1153.9	677.6
1988	191.7	325.7	185.3	11.2	16.3	1.8	732.0	540.3
1989	194.1	182.7	204.8	40.3	38.3	22.2	682.4	488.3
1990	133.1	178.0	173.3	22.0	7.1	6.2	519.7	386.6
1991	238.1	165.0	245.8	74.8	60.8	36.4	820.9	582.8
1992	177.8	154.3	248.4	52.3	35.1	2.1	670.1	492.3
1993	588.5	152.1	243.2	201.3	58.6	110.5	1354.3	765.8
1994	266.4	188.0	305.2	260.0	76.8	174.8	1271.2	1004.8
1995	299.3	165.3	233.7	235.4	67.6	176.6	1177.8	878.5
1996	291.1	180.0	249.9	276.0	73.6	179.5	1250.1	959.0
1997	429.9	169.2	201.7	262.6	69.2	215.5	1348.0	918.1
1998	543.6	185.1	195.4	296.4	75.6	242.5	1538.7	995.0
1999	486.6	175.3	185.1	218.9	68.0	234.5	1368.5	881.9
2000	416.9	223.7	236.1	224.1	79.8	214.1	1394.6	977.7
2001	460.6	216.4	228.4	161.9	71.1	220.3	1358.7	898.1
2002	195.0	224.3	210.0	36.0	21.0	55.5	741.8	546.8
2003	370.8	289.2	305.4	69.2	76.0	39.3	1149.9	779.1
2004	443.5	270.7	285.8	46.1	75.9	150.9	1272.8	829.3
2005	0.0	305.1	318.1	244.8	81.8	187.3	1137.1	1137.1
2006	0.0	43.4	45.8	59.3	84.4	120.5	353.4	353.4
2007	0.0	88.5	93.4	100.5	88.8	247.6	618.8	618.8
2008	0.0	127.1	134.2	132.4	82.6	238.2	714.4	714.4
2009	0.0	163.4	172.5	164.0	81.7	236.1	817.7	817.7
2010	0.0	184.0	194.3	121.0	91.2	119.3	709.8	709.8
2011	0.0	200.6	198.0	29.1	59.1	57.9	544.7	544.7
2012	0.0	246.6	183.3	52.0	52.4	64.1	598.5	598.5
2013	0.0	292.6	145.3	10.2	17.0	22.7	487.8	487.8
2014	0.0	273.0	191.5	77.2	61.6	30.9	634.2	634.2
2015	0.0	277.6	189.8	24.2	62.7	3.7	558.0	558.0
2016	0.0	277.4	194.9	106.7	83.4	70.9	733.2	733.2
2017	0.0	268.0	194.0	146.8	82.0	82.5	773.4	773.4
2018	0.0	243.7	257.2	105.9	75.8	31.8	714.4	714.4
2019	0.0	187.5	289.6	169.9	70.5	129.5	847.0	847.0
Average	249.7	188.2	228.0	163.7	61.4	78.9	969.9	720.1
Maximum	616.7	382.6	435.7	358.7	122.1	247.6	1821.6	1288.4
Minimum	0.0	9.3	45.8	0.5	1.6	0.0	281.2	267.7

Table 7 Diversion Supplied by Ground Water

Year	DIVERSION SUPPLIED BY WELLS DIVERSION SUPPLIED BY WELLS SE 14 acre-ft	SW 14 acre-ft	SW 11 acre-ft	NE 14 acre-ft	NW 14 acre-ft	Total acre-ft	Total SW14,SW11,NE14,NW14 acre-ft
1960	24.3	48.6	34.1	81.9	245.2	433.9	409.7
1961	145.2	135.3	99.2	96.2	271.4	747.2	602.1
1962	5.1	8.6	5.8	3.1	168.2	190.8	185.6
1963	354.5	275.8	222.9	137.5	317.7	1308.3	953.8
1964	298.0	229.9	198.1	144.6	306.6	1177.4	879.3
1965	29.4	2.5	12.7	49.8	288.9	383.3	354.0
1966	266.1	132.7	140.3	154.2	325.9	1019.2	753.1
1967	308.1	120.8	190.0	166.1	138.0	923.1	615.0
1968	241.5	27.0	55.7	78.2	161.3	563.7	322.2
1969	265.7	40.6	77.5	89.3	164.9	638.0	372.3
1970	246.6	46.3	67.7	63.5	187.6	611.7	365.2
1971	379.4	219.3	275.8	169.7	233.9	1278.0	898.7
1972	400.4	181.9	255.6	180.9	274.9	1293.7	893.3
1973	266.5	48.0	67.1	58.5	279.0	719.1	452.7
1974	398.4	149.7	222.4	166.9	346.6	1284.0	885.5
1975	232.8	27.7	53.2	49.5	286.9	650.1	417.2
1976	184.1	33.9	66.8	39.4	231.6	555.9	371.8
1977	318.2	36.9	213.8	152.4	231.5	952.8	634.5
1978	226.0	44.2	205.3	93.5	163.7	732.7	506.7
1979	33.6	6.7	35.9	15.2	18.8	110.2	76.6
1980	127.1	17.3	112.2	38.4	106.5	401.5	274.5
1981	277.1	56.1	252.2	99.9	234.2	919.5	642.4
1982	132.0	0.0	136.3	6.8	171.6	446.7	314.6
1983	11.0	10.7	103.3	32.6	109.8	267.4	256.3
1984	0.0	0.0	52.6	0.0	85.9	138.4	138.4
1985	0.0	0.0	80.7	0.0	0.0	80.7	80.7
1986	0.0	1.0	125.8	14.7	46.8	188.2	188.2
1987	0.0	0.0	58.5	0.0	138.2	196.7	196.7
1988	5.4	41.8	243.4	56.0	237.7	584.2	578.8
1989	0.0	14.2	201.4	36.4	268.8	520.8	520.8
1990	0.0	60.9	213.4	65.6	232.7	572.7	572.7
1991	0.0	0.0	143.5	6.6	156.9	307.0	307.0
1992	0.0	26.2	151.9	27.9	151.0	357.0	357.0
1993	0.0	43.8	0.0	3.6	6.8	54.3	54.3
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	50.8	50.8	50.8
1997	0.0	0.0	0.0	0.0	20.5	20.5	20.5
1998	0.0	0.0	0.0	0.0	42.8	42.8	42.8
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	59.9	59.9	59.9
2001	0.0	0.0	0.0	0.0	11.4	11.4	11.4
2002	48.8	78.4	116.3	69.0	215.5	528.0	479.2
2003	0.0	0.0	38.2	14.0	215.9	268.1	268.1
2004	0.0	0.0	11.0	4.5	62.8	78.3	78.3
2005	0.0	4.0	26.8	5.0	28.3	64.0	64.0
2006	0.0	0.0	0.0	0.0	103.2	103.2	103.2
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	2.6	2.3	0.0	32.3	37.2	37.2
2010	0.0	9.2	43.3	0.0	188.4	240.9	240.9
2011	0.0	35.0	173.9	0.0	338.8	547.7	547.7
2012	0.0	31.5	98.5	0.0	265.0	395.1	395.1
2013	0.0	83.3	160.9	0.0	304.2	548.5	548.5
2014	0.0	22.2	66.9	0.0	163.0	252.1	252.1
2015	0.0	1.0	22.3	0.0	77.1	100.5	100.5
2016	0.0	1.8	8.1	0.0	97.1	106.9	106.9
2017	0.0	0.0	4.5	0.0	30.6	35.1	35.1
2018	0.0	0.0	40.9	0.0	288.3	329.1	329.1
2019	0.0	0.0	3.9	0.0	36.8	40.8	40.8
Average	87.1	39.3	86.5	41.2	153.7	407.8	320.7
Maximum	400.4	275.8	275.8	180.9	346.6	1308.3	953.8
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Table 8 Metered Well Diversion

	METERED WELL DIVERSION			
	2005021	2005023	2008507	
Year	SW 14	NW&NE 14	SW 11	TOTAL
	acre-ft	acre-ft	acre-ft	acre-ft
2009	2.6	32.34	2.25	37.19
2010	9.2	188.43	43.3	240.93
2011	34.98	338.81	173.86	547.65
2012	31.53	264.99	98.53	395.05
2013	83.34	304.2	160.92	548.46
2014	22.23	163.01	66.89	252.13
2015	1	77.13	22.34	100.47
2016	1.77	97.11	8.05	106.93
2017	0	30.6	4.46	35.06
2018	0	288.29	40.85	329.14
2019	0	36.82	3.93	40.75
Average	17.0	165.6	56.9	239.4
Maximum	83.3	338.8	173.9	548.5
Minimum	0.0	30.6	2.3	35.1

Including only the current farm the following summarizes the historic irrigation of the farm:

There has been on average 505 acres of irrigation with a maximum 580 acres occurring in 1966. The average irrigation water requirement has been 668 acre-ft with a maximum of 1073 acre-ft occurring in 1966. This required and average of 720 acre-ft of diversion with a maximum of 1802 acre-ft of diversion in 1966. Of this requirement surface water could have supplied an average of 720 acre-ft of diversion with a maximum of 1288 acre-ft occurring in 1965.

As the wells are a supplemental source to surface water the diversions by the wells vary greatly from year to year. Based on the surface water supply, the groundwater diversions have ranged from no diversion in 1994, 1995, 1999, 2007, and 2008 up to a maximum of 954 acre-ft in 1963. This excludes any diversion going to SE of section 14. During 2009 through 2019 diversions have ranged from 35 acre-ft in 2017 up to 549 acre-ft in 2013. These are confined aquifer wells there are no return flows the originating aquifer and therefore they are fully consumptive with regard to the confined aquifer. The wells are included in Subdistrict 6 and therefore their depletions to the rivers caused by their pumping of groundwater are replaced by the subdistrict.

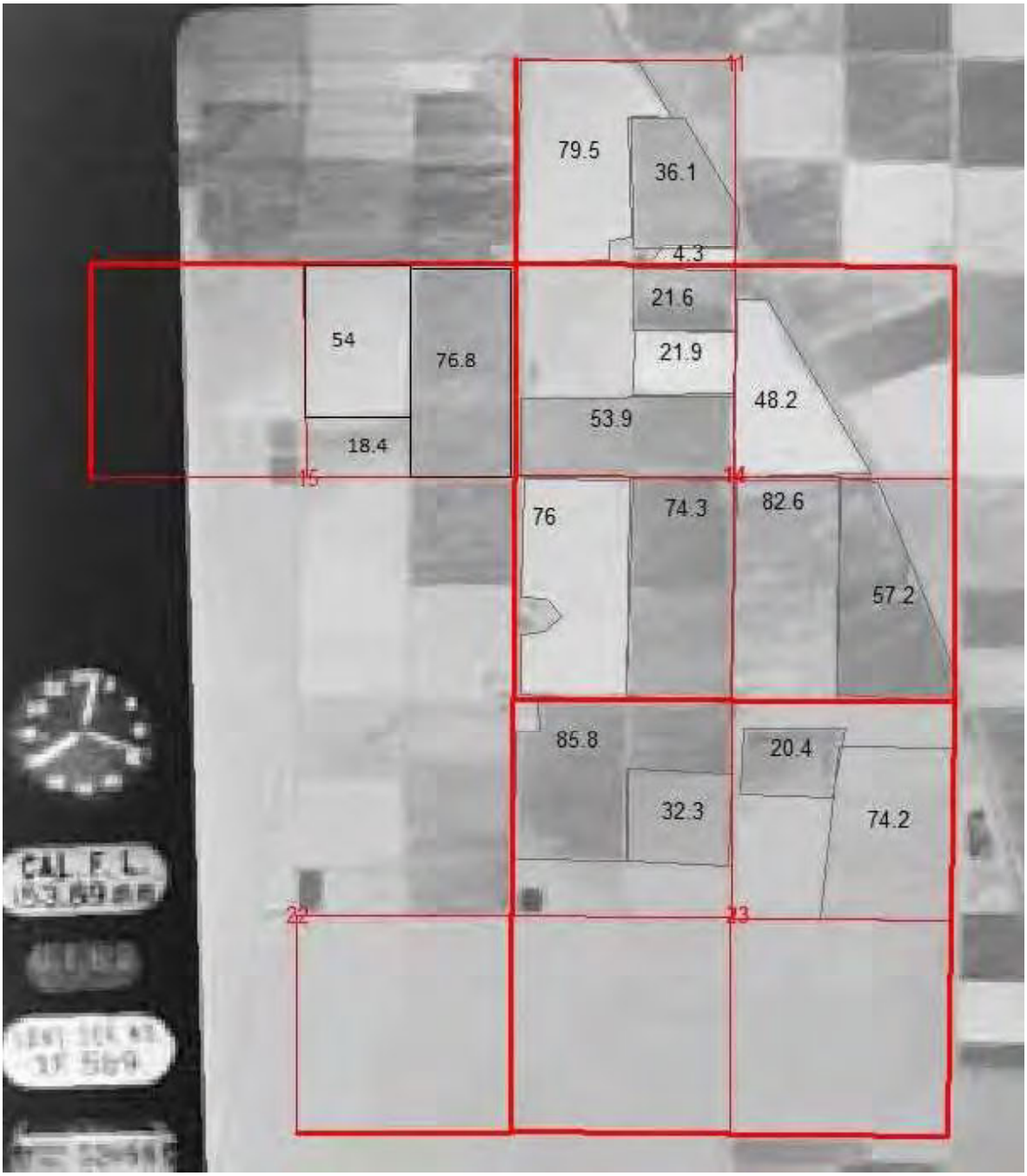
Proposal for Change in Water Right

The owner of wells (WDID 2005021, Permit 8261-R and 9283-F, W118 #1),(WDID 2005023, Permit 5772-R and 8264-F, W119 #1), and (WDID 208507, Permit 8262-R, W120 #2is requesting a change in water right such that these well be allowed to irrigate the all of S14 and SW,S11,T36N, R8E, NMPM and a total of 535 acres. To prevent the expansion of use the 53 shares of Alamosa Creek Canal and Terrace Reservoir will continue to be used as the primary source of water on these lands. The wells will be used as a supplemental source. To allow for a stable water supply in dry years the diversion limitation will be set at 10% above the highest diversion by wells recorded or 110%*549 acre-ft equaling 604 acre-ft. Diversions will not exceed this level in any year. If any or all of these shares are sold the diversion

limitation of the wells will be reduced proportionally by the formula: New Diversion Limitation = Shares Remaining/53 * 604 acre-ft. If lands are sold they shall carry with them their proportionate share of the diversion limitation based on the irrigated acreage sold using the same methodology. Diversion Limitation Sold = irrigated acres sold/535acres * 604 acre-ft.

Appendix A Aerial Photos

8/28/1960



7/6/1966


112.1
54
76.8
18.4
101.4
34.6
50.6
70.1
36.8
37.1
61.4
75.4
44.6
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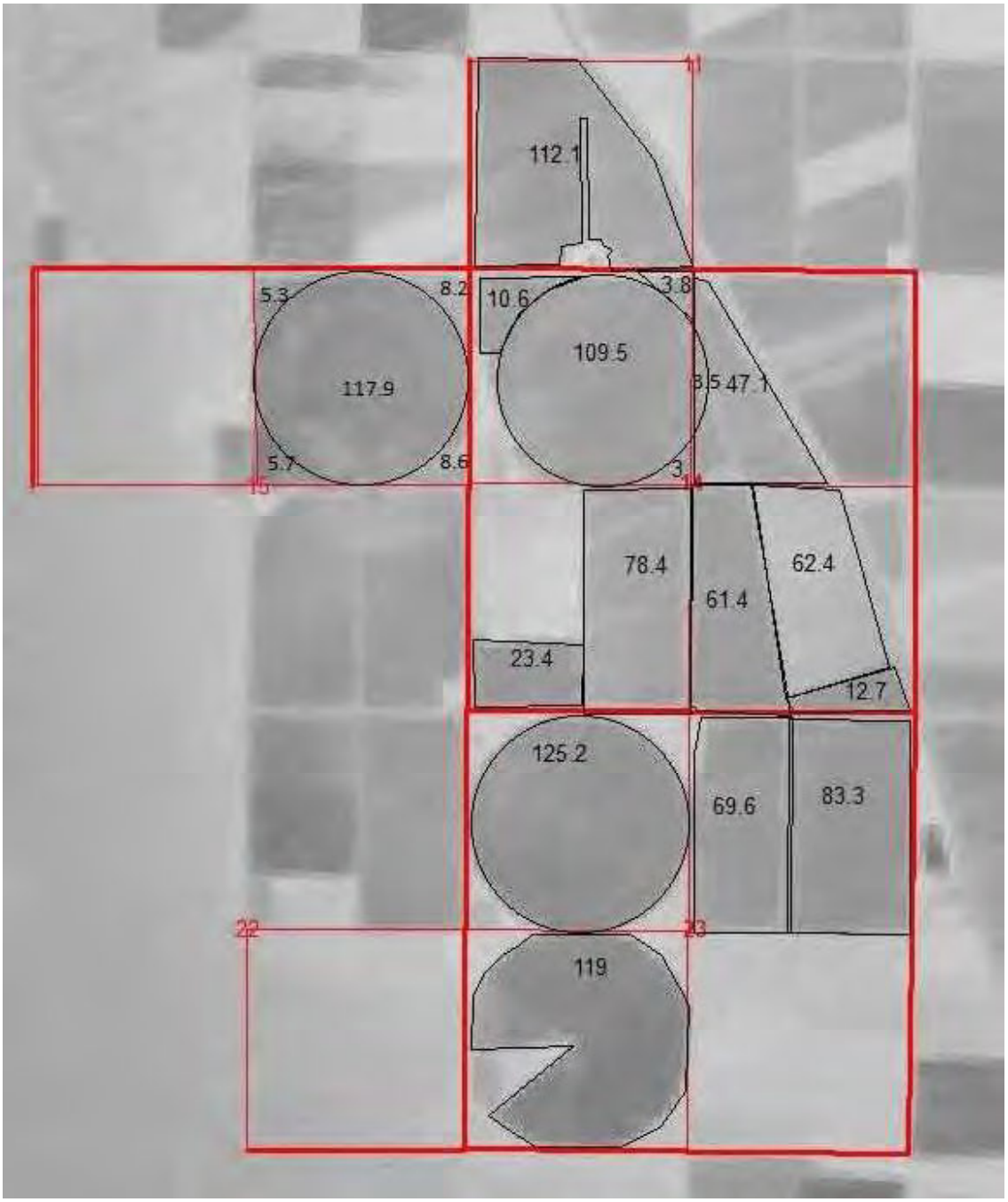
34.3
34.7
43.9

6/27/1975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3.8
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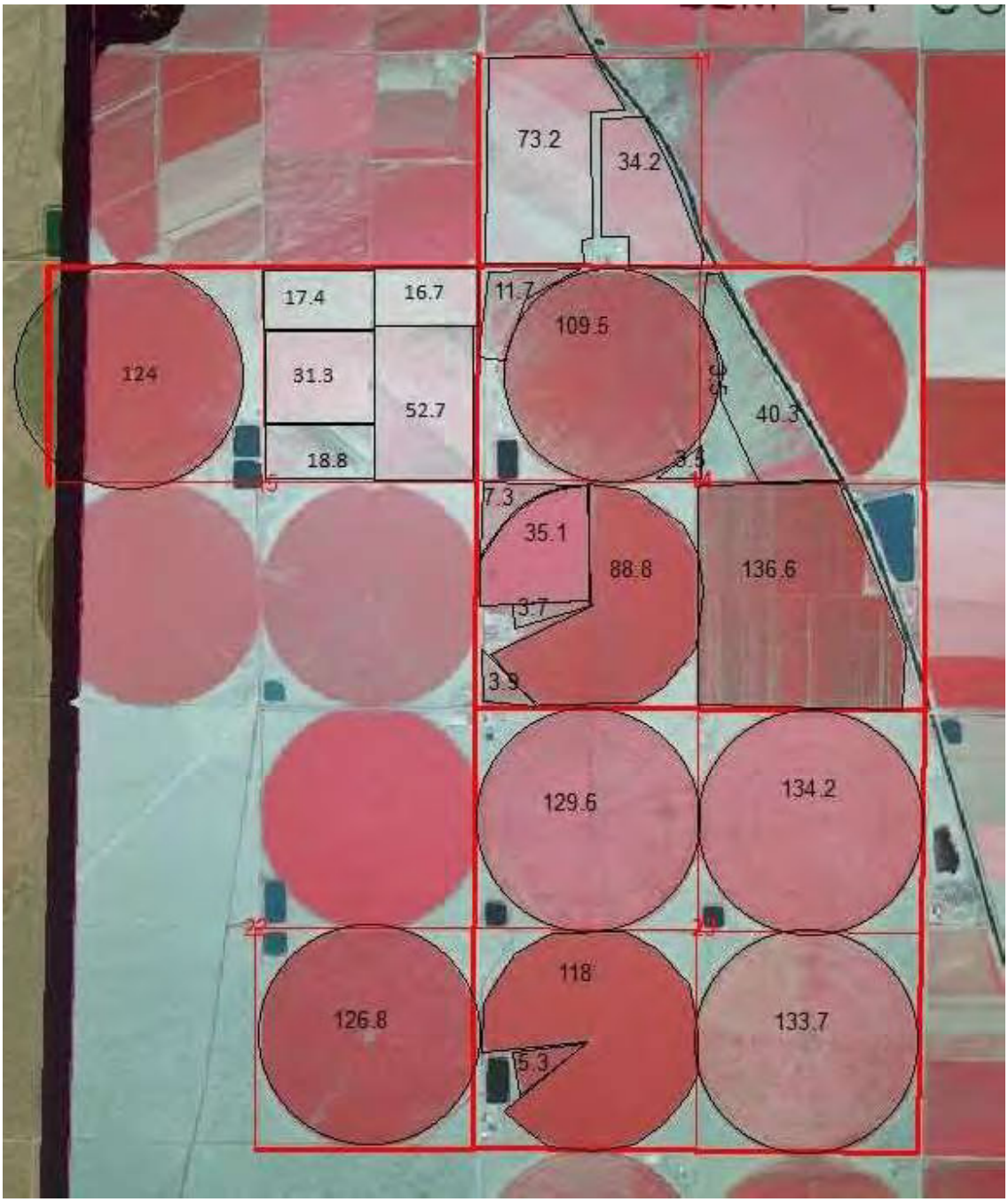
47.1
5.7
8.6
3
78.4
62.4
61.4
23.4
12.7
125.2
69.6
83.3
119

10/16/1978


BLM
109.5
3.5
40.3
18.7
3.5
15
14
9.3
35.1
91.6
61.4
74.6
3.7
3.9
129.6
128.4
22
23
118
126.8
5.3

7/29/1983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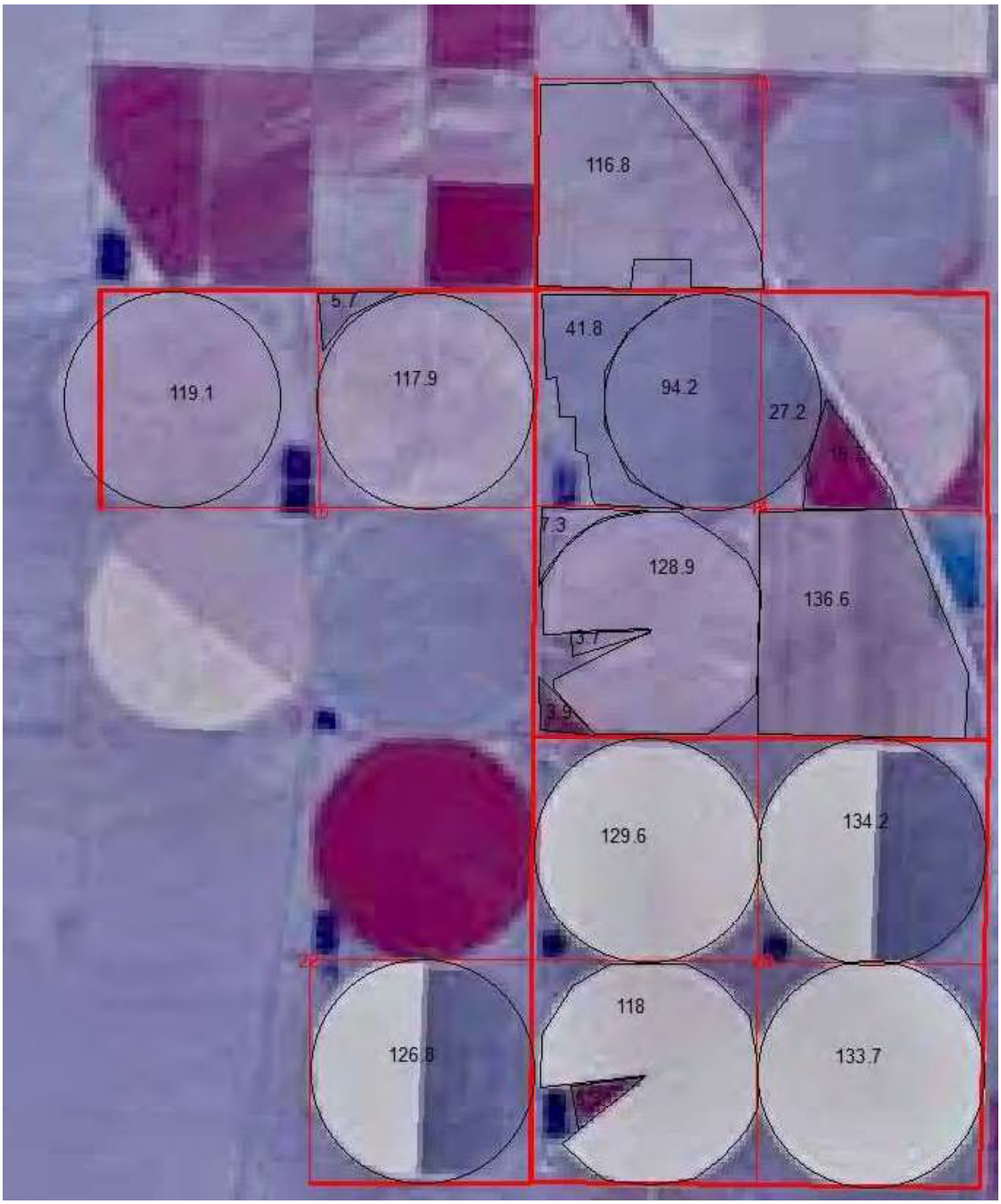
34.2
17.4
16.7
11.7
109.5
124
31.3
52.7
40.3
18.8
7.3
35.1
88.8
136.6
3.7
3.9
129.6
134.2
118
126.8
133.7
5.3

9/8/1985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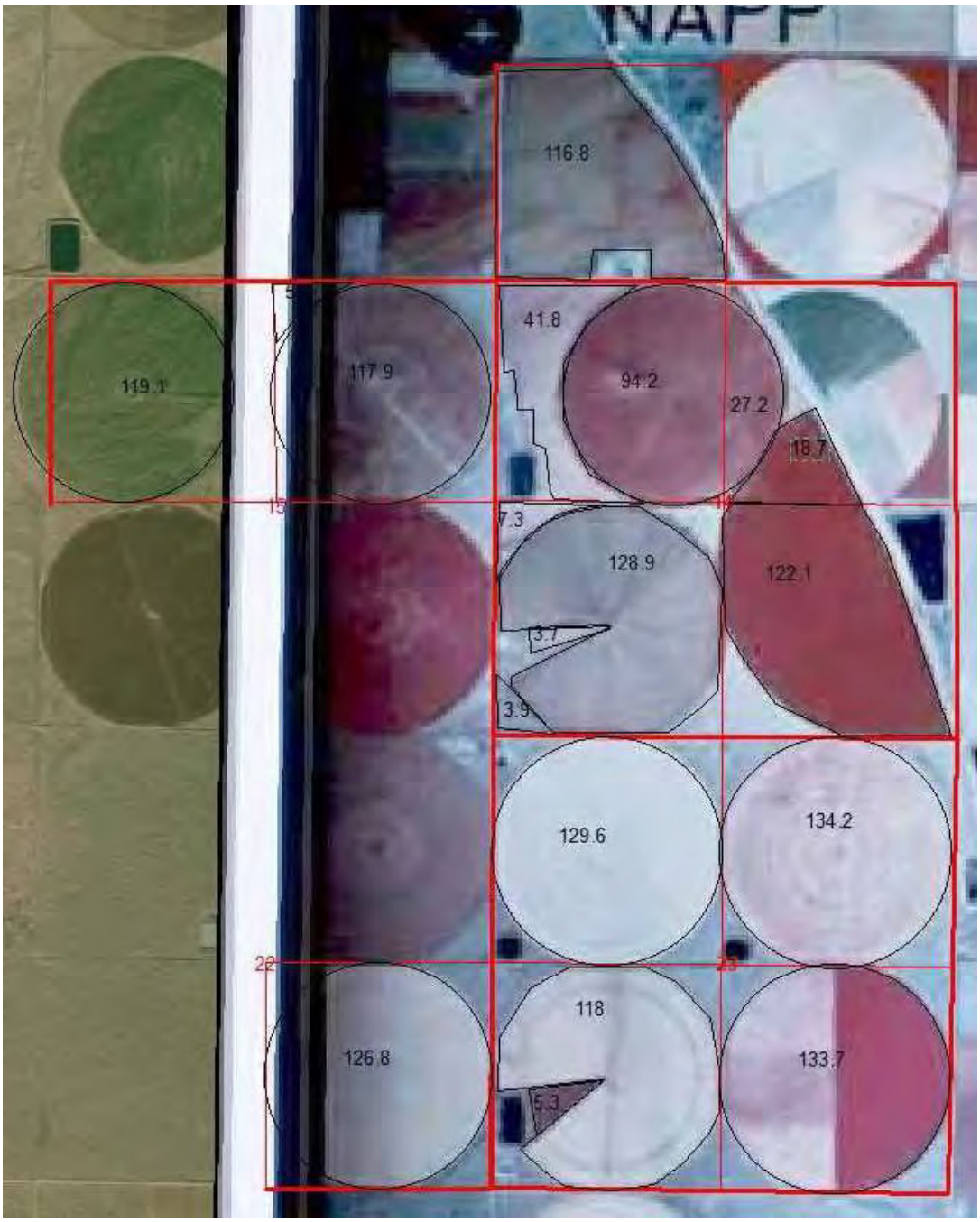
117.9
41.8
94.2
27.2
7.3
128.9
136.6
3.7
3.9
129.6
134.2
118
126.8
133.7

8/10/1988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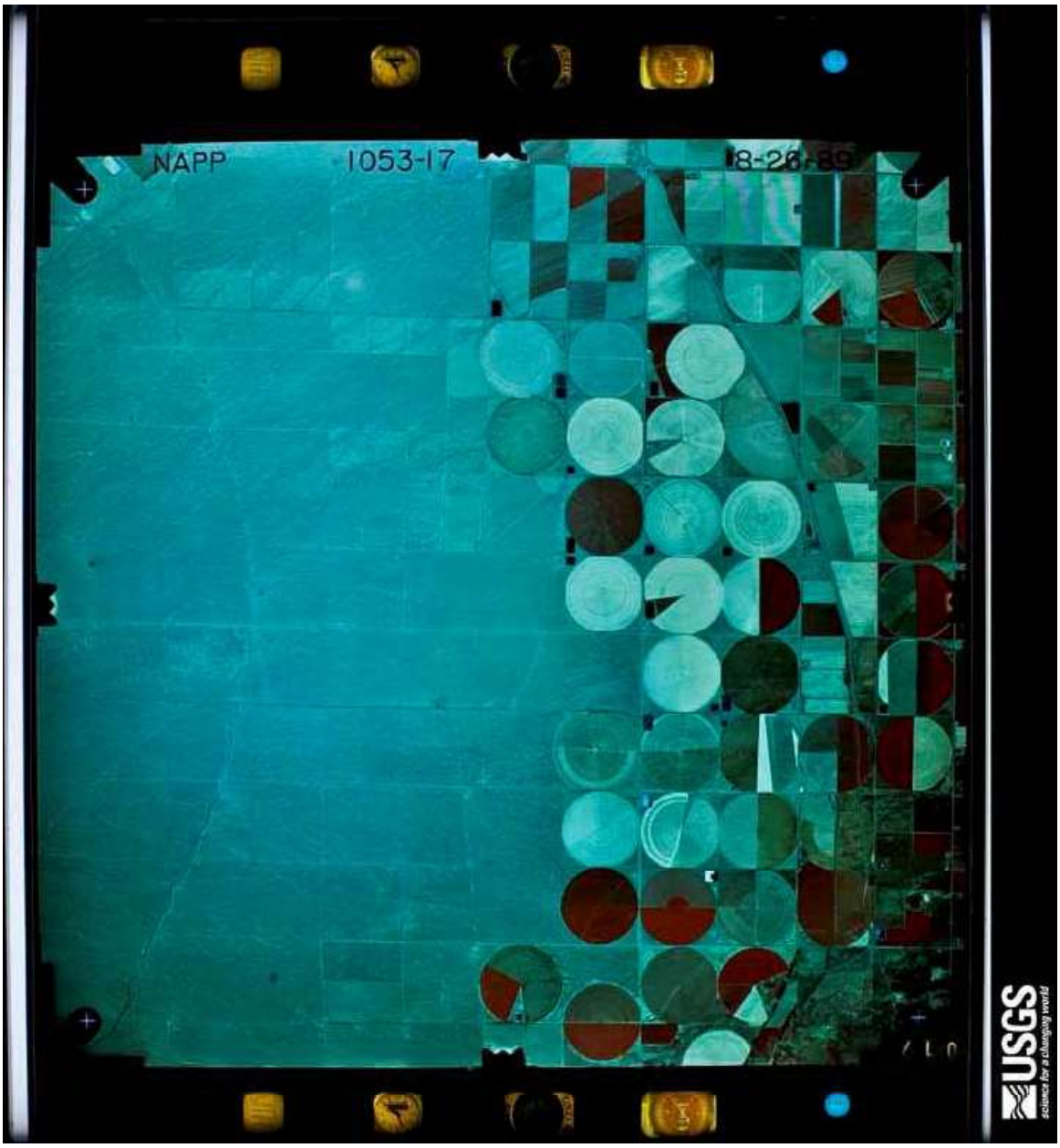
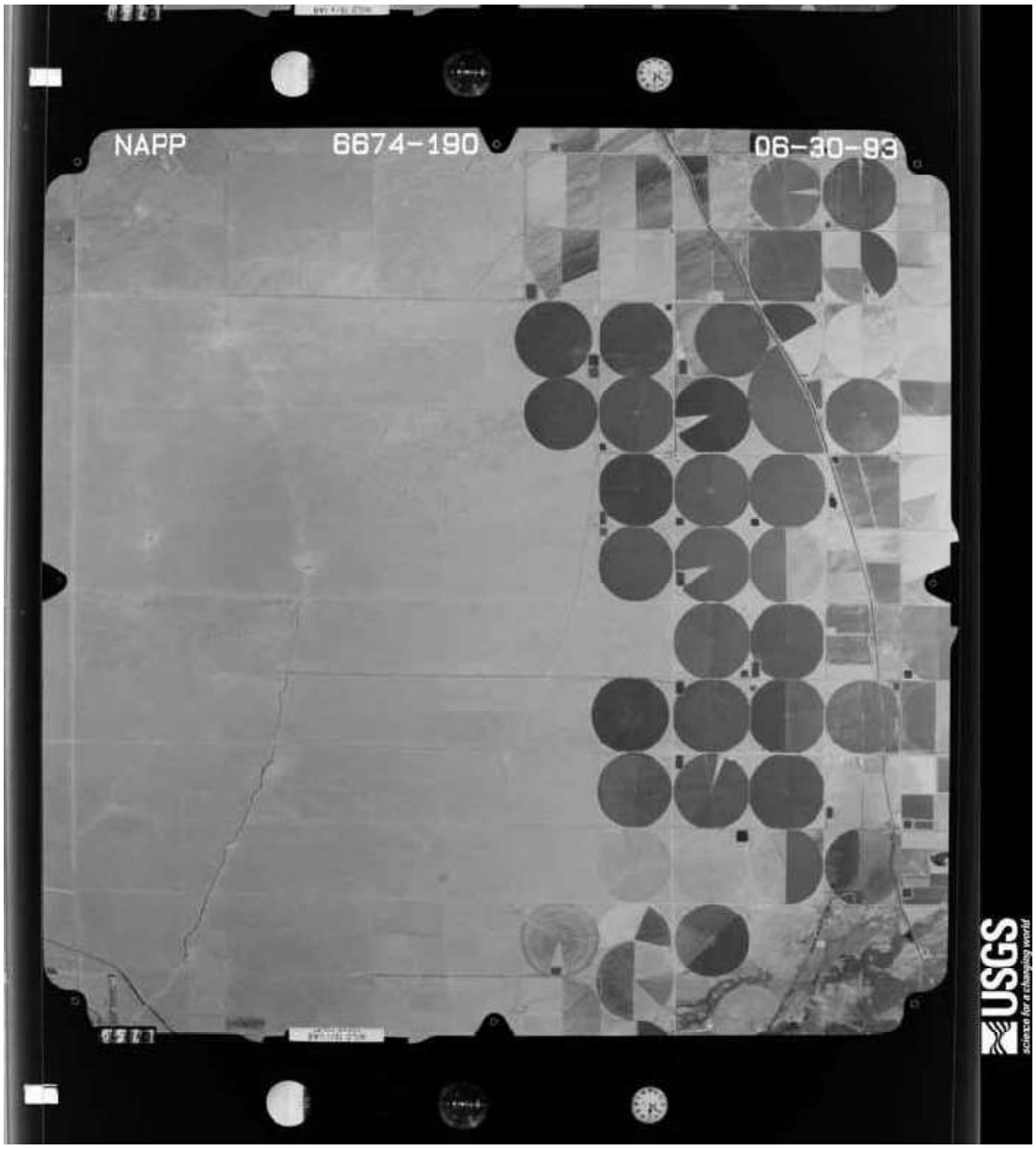
5.3

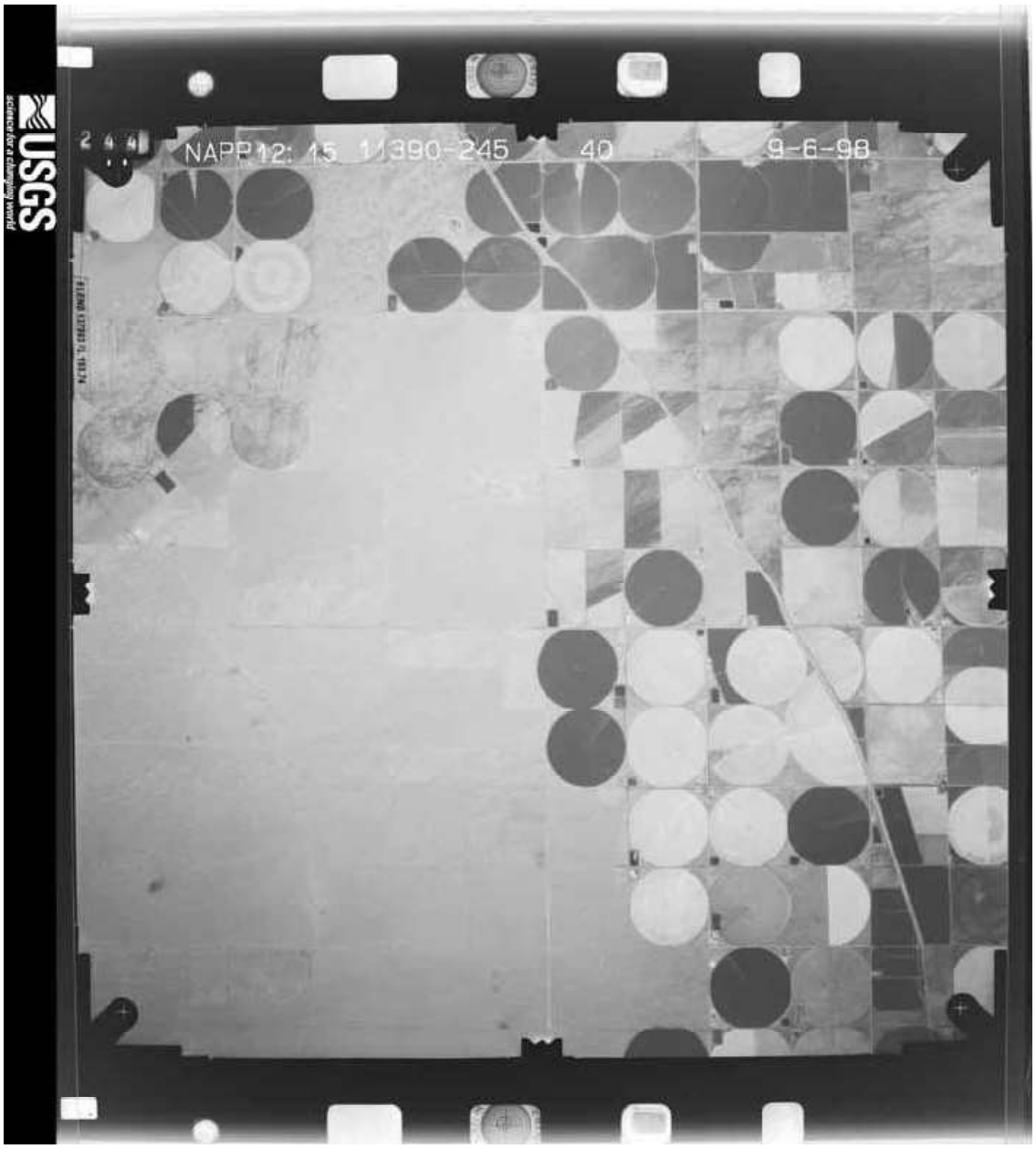
8/26/1989



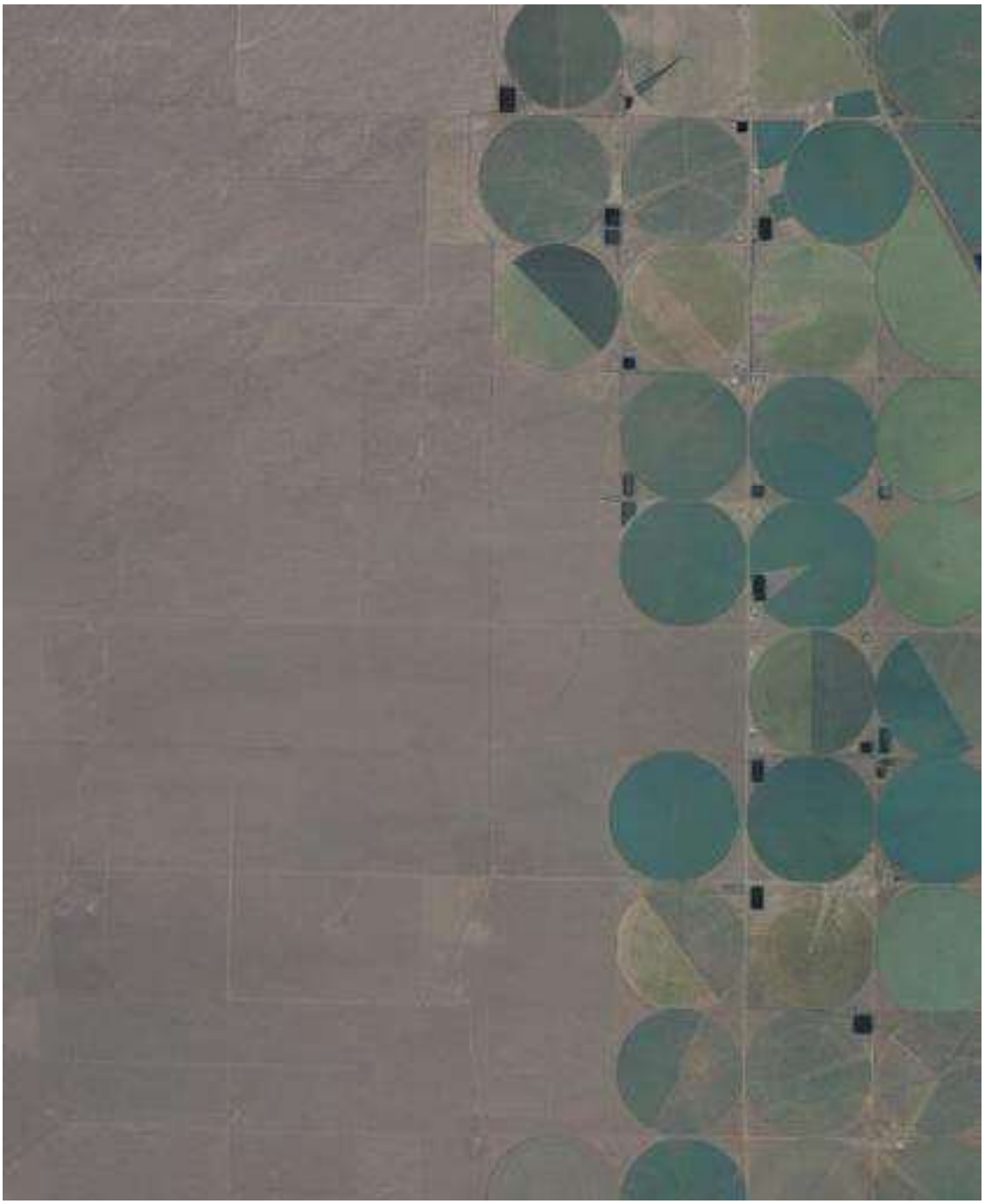
8/26/1993



9/6/1998


USGS
science for a changing world
NAPP 12: 15 11390-245 40 9-6-98

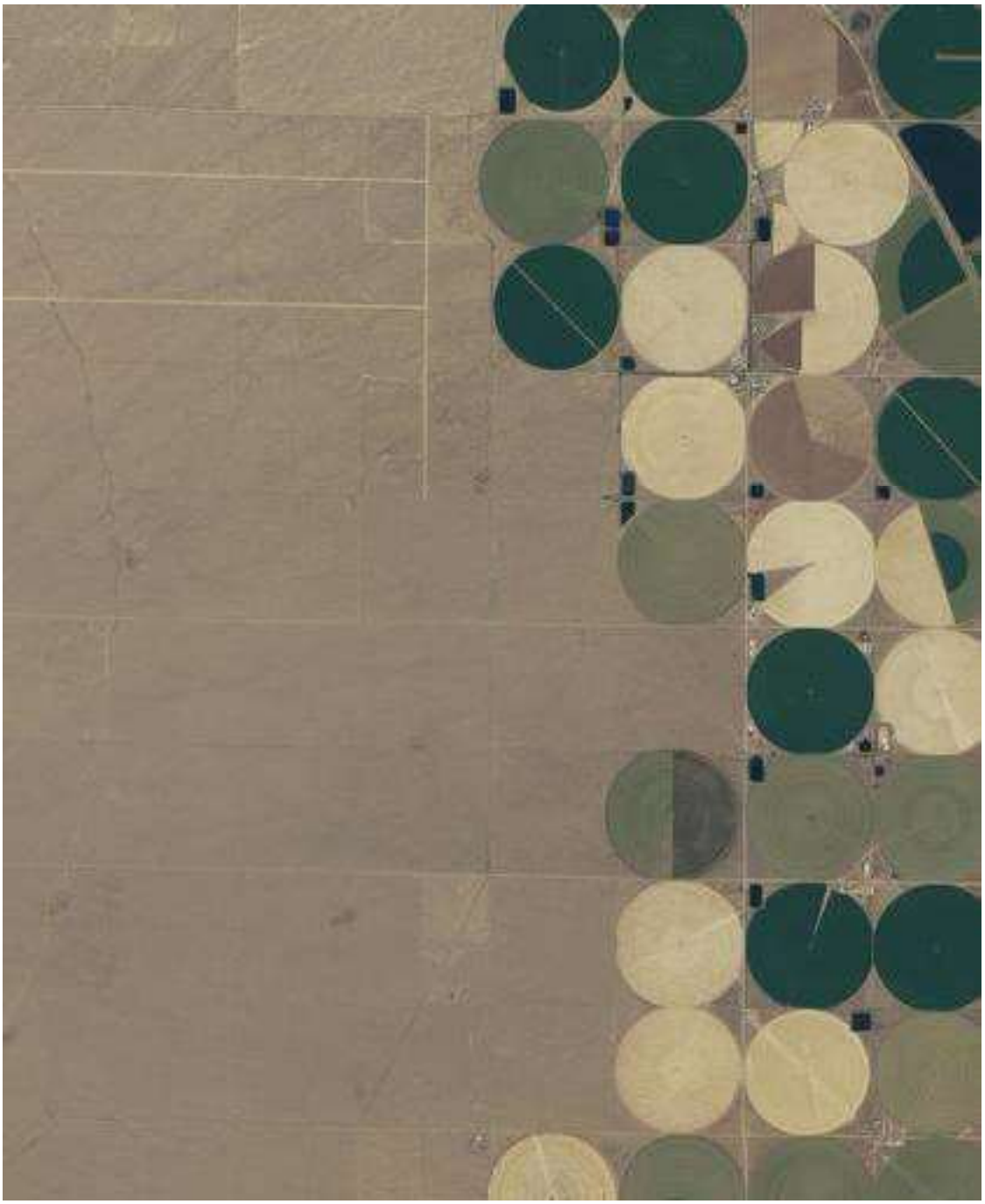
8/8/2009

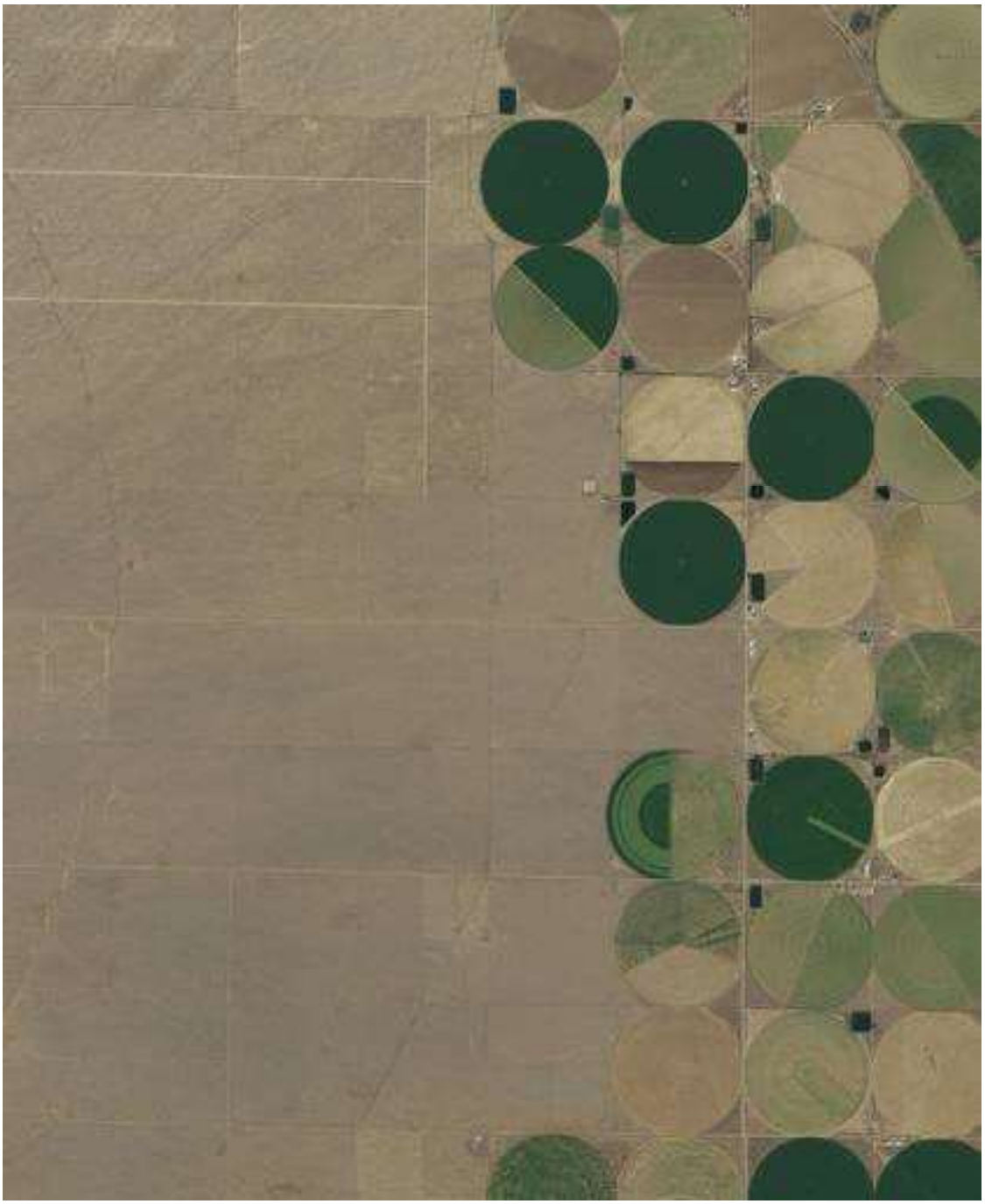


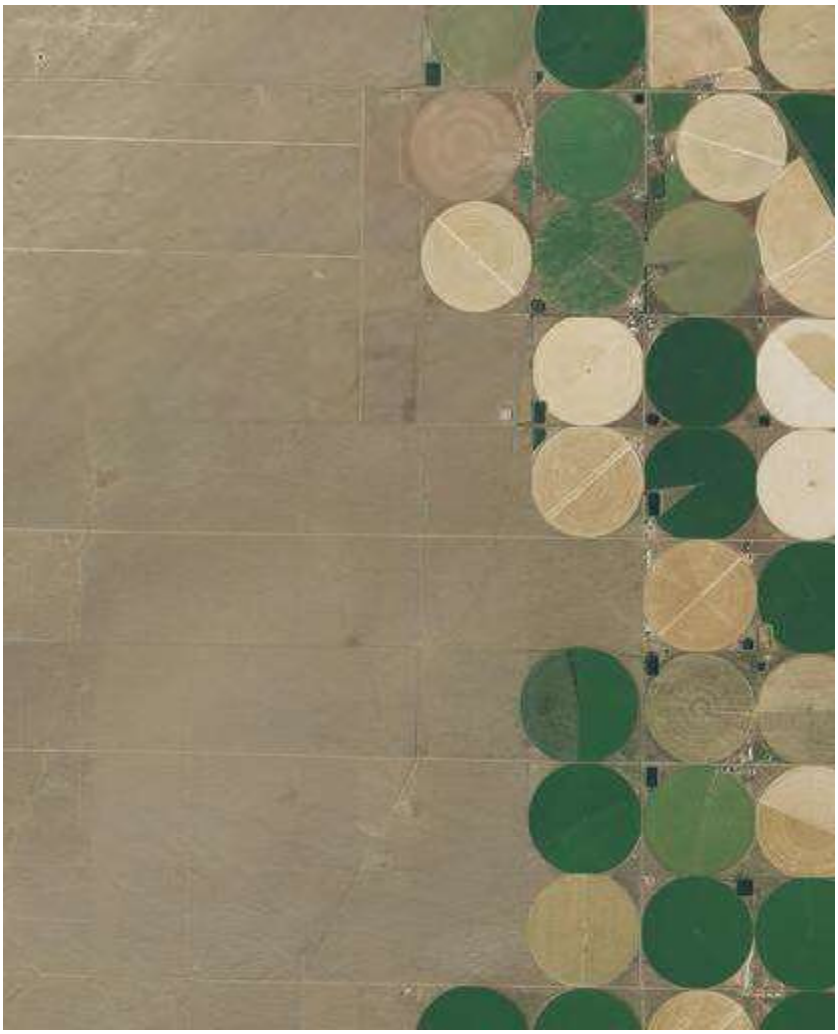




9/11/2015







Appendix B StateCU Calculations

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Descript =	MONTE VISTA												
Data Source =	C:\CDSS\DATA\STATECU\WIZARD\Reinhart\Reinhart.BD1												
Data Type =	Potentia Crop ET												
Data Interval =	Month												
Data Units =	ACFT												
Period =	1950-01 to 2022-12												
Orig./Av. Period =	1950-01 to 2022-12												
Comments:													
No commer available.													
Time Series Creation History:													
N/A													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1950	0	0	0	0.116	0.539	0.669	0.557	0.526	0.316	0.209	0	0	2.931
1951	0	0	0	0.055	0.467	0.538	0.603	0.532	0.312	0.097	0	0	2.604
1952	0	0	0	0.094	0.452	0.654	0.548	0.539	0.313	0.124	0	0	2.723
1953	0	0	0	0	0.376	0.664	0.571	0.498	0.311	0.106	0	0	2.526
1954	0	0	0	0.109	0.484	0.64	0.607	0.527	0.334	0.177	0	0	2.877
1955	0	0	0	0.018	0.415	0.56	0.531	0.579	0.318	0.114	0	0	2.534
1956	0	0	0	0.065	0.495	0.664	0.552	0.488	0.33	0.11	0	0	2.705
1957	0	0	0	0	0.311	0.576	0.548	0.547	0.275	0.094	0	0	2.351
1958	0	0	0	0.035	0.475	0.609	0.498	0.565	0.332	0.123	0	0	2.638
1959	0	0	0	0.05	0.439	0.653	0.546	0.558	0.294	0.09	0	0	2.631
1960	0	0	0	0.091	0.419	0.62	0.53	0.512	0.337	0.1	0	0	2.608
1961	0	0	0	0.056	0.46	0.625	0.535	0.55	0.275	0.102	0	0	2.604
1962	0	0	0	0.093	0.421	0.55	0.512	0.508	0.324	0.16	0	0	2.575
1963	0	0	0	0.078	0.487	0.576	0.598	0.557	0.362	0.204	0	0	2.86
1964	0	0	0	0.036	0.468	0.568	0.604	0.515	0.324	0.131	0	0	2.645
1965	0	0	0	0.087	0.482	0.658	0.632	0.57	0.32	0.191	0	0	2.94
1966	0	0	0	0.113	0.583	0.696	0.69	0.606	0.374	0.168	0	0	3.231
1967	0	0	0	0.1	0.492	0.634	0.645	0.572	0.349	0.182	0	0	2.973
1968	0	0	0	0.055	0.486	0.731	0.609	0.559	0.319	0.161	0	0	2.921
1969	0	0	0	0.116	0.583	0.607	0.672	0.67	0.348	0.067	0	0	3.062
1970	0	0	0	0.057	0.542	0.651	0.64	0.644	0.317	0.065	0	0	2.915
1971	0	0	0	0.087	0.45	0.709	0.603	0.616	0.335	0.124	0	0	2.924
1972	0	0	0	0.085	0.522	0.744	0.615	0.598	0.369	0.166	0	0	3.098
1973	0	0	0	0.051	0.499	0.692	0.61	0.589	0.333	0.159	0	0	2.933
1974	0	0	0	0.103	0.61	0.736	0.611	0.553	0.346	0.188	0	0	3.146
1975	0	0	0	0.055	0.448	0.621	0.63	0.576	0.323	0.125	0	0	2.777
1976	0	0	0	0.104	0.501	0.654	0.65	0.533	0.339	0.086	0	0	2.868
1977	0	0	0	0.076	0.433	0.691	0.575	0.569	0.338	0.131	0	0	2.812
1978	0	0	0	0.053	0.355	0.624	0.574	0.512	0.299	0.134	0	0	2.552
1979	0	0	0	0.078	0.474	0.626	0.592	0.551	0.346	0.158	0	0	2.824
1980	0	0	0	0.05	0.438	0.676	0.609	0.539	0.35	0.1	0	0	2.761
1981	0	0	0	0.114	0.46	0.753	0.576	0.52	0.317	0.097	0	0	2.838
1982	0	0	0	0	0.382	0.539	0.538	0.572	0.313	0.051	0	0	2.394
1983	0	0	0	0	0.274	0.518	0.558	0.582	0.341	0.109	0	0	2.382
1984	0	0	0	0.026	0.501	0.558	0.576	0.56	0.326	0.052	0	0	2.6
1985	0	0	0	0.075	0.438	0.61	0.563	0.526	0.267	0.094	0	0	2.572
1986	0	0	0	0.063	0.404	0.617	0.515	0.543	0.273	0.05	0	0	2.464
1987	0	0	0	0.066	0.419	0.633	0.523	0.514	0.285	0.138	0	0	2.578
1988	0	0	0	0.093	0.46	0.729	0.612	0.612	0.317	0.176	0	0	2.999
1989	0	0	0	0.091	0.544	0.602	0.642	0.576	0.344	0.11	0	0	2.909
1990	0	0	0	0.097	0.442	0.716	0.567	0.551	0.313	0.122	0	0	2.809
1991	0	0	0	0.056	0.487	0.64	0.564	0.559	0.328	0.14	0	0	2.775
1992	0	0	0	0.115	0.527	0.583	0.559	0.553	0.331	0.149	0	0	2.817
1993	0	0	0	0.095	0.494	0.64	0.584	0.548	0.31	0.092	0	0	2.762
1994	0	0	0	0.097	0.511	0.752	0.58	0.604	0.332	0.108	0	0	2.983
1995	0	0	0	0.018	0.407	0.581	0.532	0.61	0.317	0.125	0	0	2.591
1996	0	0	0	0.104	0.643	0.678	0.603	0.583	0.308	0.083	0	0	3.002
1997	0	0	0	0.051	0.482	0.659	0.569	0.568	0.364	0.096	0	0	2.789
1998	0	0	0	0.042	0.497	0.64	0.615	0.575	0.369	0.117	0	0	2.854
1999	0	0	0	0	0.351	0.585	0.606	0.553	0.309	0.105	0	0	2.508
2000	0	0	0	0.107	0.548	0.666	0.599	0.589	0.337	0.108	0	0	2.954
2001	0	0	0	0.113	0.522	0.664	0.594	0.547	0.34	0.124	0	0	2.905
2002	0	0	0	0.115	0.488	0.713	0.637	0.556	0.318	0.093	0	0	2.919
2003	0	0	0	0.089	0.511	0.593	0.652	0.59	0.312	0.167	0	0	2.915
2004	0	0	0	0.09	0.527	0.609	0.549	0.524	0.292	0.089	0	0	2.68
2005	0	0	0	0.089	0.509	0.609	0.611	0.542	0.348	0.154	0	0	2.861
2006	0	0	0	0.109	0.54	0.713	0.62	0.564	0.266	0.093	0	0	2.905
2007	0	0	0	0.068	0.46	0.646	0.629	0.612	0.339	0.124	0	0	2.878
2008	0	0	0	0.026	0.417	0.586	0.557	0.536	0.291	0.077	0	0	2.49
2009	0	0	0	0.041	0.498	0.563	0.553	0.481	0.302	0.037	0	0	2.475
2010	0	0	0	0.041	0.381	0.627	0.59	0.563	0.338	0.11	0	0	2.65
2011	0	0	0	0.04	0.364	0.621	0.63	0.597	0.312	0.097	0	0	2.661
2012	0	0	0	0.102	0.464	0.714	0.602	0.561	0.326	0.107	0	0	2.876
2013	0	0	0	0.041	0.419	0.662	0.597	0.567	0.34	0.127	0	0	2.753
2014	0	0	0	0	0.374	0.62	0.58	0.499	0.356	0.141	0	0	2.571
2015	0	0	0	0.026	0.387	0.657	0.551	0.559	0.359	0.171	0	0	2.708
2016	0	0	0	0	0.358	0.682	0.578	0.503	0.324	0.142	0	0	2.586
2017	0	0	0	0.018	0.395	0.677	0.602	0.517	0.319	0.079	0	0	2.607
2018	0	0	0	0.095	0.493	0.689	0.62	0.557	0.351	0.116	0	0	2.921
2019	0	0	0	0.049	0.356	0.559	0.561	0.565	0.362	0.046	0	0	2.497
2020	0	0	0	0.091	0.537	0.669	0.573	0.611	0.307	0.126	0	0	2.915
2021	0	0	0	0.069	0.49	0.713	0.624	0.573	0.37	0.097	0	0	2.935
2022	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999
Min	0	0	0	0	0.274	0.518	0.498	0.481	0.266	0.037	0	0	2.351
Max	0	0	0	0.116	0.643	0.753	0.69	0.67	0.374	0.209	0	0	3.231
Mean	0	0	0	0.067	0.463	0.642	0.587	0.558	0.325	0.119	0	0	2.762

Time	Series	Identifier	=	USC00055706									
Descript	=	MONTE	VISTA										
Data	Source	=	C:\CDSS\DATA\STATECU\WIZARD\Reinhart\Reinhart.BD1										
Data	Type	=	Effective Precip										
Data	Interval	=	Month										
Data	Units	=	ACFT										
Period	=	1950-01	to	2022-12									
Orig./Av.	Period	=	1950-01	to	2022-12								

Comments:
No commer available.

Time Series Creation History:
N/A

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1950	0	0	0	0	0	0.068	0.041	0.068	0.033	0	0	0	0.21
1951	0	0	0	0.003	0.01	0	0.052	0.147	0	0.015	0	0	0.226
1952	0	0	0	0.038	0.001	0	0.018	0.172	0.054	0	0	0	0.283
1953	0	0	0	0	0.073	0.035	0.102	0.007	0	0.02	0	0	0.236
1954	0	0	0	0.013	0.019	0	0.094	0.06	0.078	0	0	0	0.264
1955	0	0	0	0.006	0.034	0	0.034	0.064	0.016	0	0	0	0.153
1956	0	0	0	0.004	0.047	0.041	0.021	0.064	0	0.006	0	0	0.182
1957	0	0	0	0	0.114	0.041	0.197	0.182	0	0.022	0	0	0.557
1958	0	0	0	0.006	0.021	0.03	0.044	0.109	0.051	0.024	0	0	0.285
1959	0	0	0	0.006	0.056	0.067	0.007	0.127	0.052	0.072	0	0	0.388
1960	0	0	0	0.001	0.005	0.03	0.063	0.006	0.073	0.056	0	0	0.234
1961	0	0	0	0.003	0	0	0.097	0.089	0.013	0.016	0	0	0.218
1962	0	0	0	0	0	0.025	0.104	0.002	0.068	0.027	0	0	0.226
1963	0	0	0	0.002	0	0.03	0.064	0.092	0.013	0.023	0	0	0.224
1964	0	0	0	0.002	0.006	0.013	0.021	0.056	0.059	0	0	0	0.156
1965	0	0	0	0.023	0.034	0.071	0.107	0.074	0.076	0.042	0	0	0.426
1966	0	0	0	0.005	0.009	0.037	0.132	0.123	0.002	0.022	0	0	0.329
1967	0	0	0	0.002	0.051	0.061	0.162	0.133	0.061	0.009	0	0	0.48
1968	0	0	0	0.007	0.012	0	0.183	0.181	0.017	0	0	0	0.4
1969	0	0	0	0.002	0.04	0.153	0.081	0.119	0.162	0.035	0	0	0.592
1970	0	0	0	0.001	0.027	0.024	0.106	0.055	0.095	0.02	0	0	0.329
1971	0	0	0	0.004	0.049	0	0.123	0.125	0.051	0.02	0	0	0.373
1972	0	0	0	0	0.025	0.014	0.116	0.103	0.049	0.068	0	0	0.375
1973	0	0	0	0.002	0.085	0.02	0.08	0.036	0.053	0.018	0	0	0.294
1974	0	0	0	0	0	0.016	0.173	0.053	0.049	0.042	0	0	0.332
1975	0	0	0	0.009	0	0.028	0.093	0.064	0.118	0.011	0	0	0.323
1976	0	0	0	0.026	0.042	0.012	0.037	0.185	0.081	0.002	0	0	0.385
1977	0	0	0	0.007	0.003	0	0.103	0.027	0.021	0	0	0	0.16
1978	0	0	0	0	0.107	0.103	0.059	0	0	0.007	0	0	0.275
1979	0	0	0	0.008	0.064	0.054	0.008	0.113	0.009	0.011	0	0	0.267
1980	0	0	0	0.012	0.098	0	0.049	0.057	0.027	0.006	0	0	0.249
1981	0	0	0	0	0.067	0.077	0.057	0.172	0.041	0.01	0	0	0.424
1982	0	0	0	0	0.047	0	0.047	0.197	0.108	0.004	0	0	0.404
1983	0	0	0	0	0.035	0.135	0.026	0.037	0.051	0.001	0	0	0.284
1984	0	0	0	0.001	0.02	0.047	0.091	0.162	0.066	0.015	0	0	0.403
1985	0	0	0	0.024	0.017	0.02	0.15	0.048	0.08	0.026	0	0	0.364
1986	0	0	0	0.036	0.04	0.044	0.128	0.058	0.088	0.006	0	0	0.399
1987	0	0	0	0.008	0.029	0.022	0	0.081	0.001	0	0	0	0.141
1988	0	0	0	0.009	0.033	0.067	0.049	0.08	0.016	0.016	0	0	0.27
1989	0	0	0	0	0.004	0.034	0.154	0.022	0.079	0.002	0	0	0.296
1990	0	0	0	0.053	0.052	0.01	0.098	0.076	0.138	0.021	0	0	0.447
1991	0	0	0	0.001	0.059	0.062	0.109	0.148	0.052	0.044	0	0	0.475
1992	0	0	0	0	0.102	0.056	0.087	0.136	0.061	0	0	0	0.442
1993	0	0	0	0.009	0.128	0	0.066	0.263	0.039	0.015	0	0	0.52
1994	0	0	0	0.022	0.09	0.054	0.03	0.073	0.091	0.031	0	0	0.391
1995	0	0	0	0.005	0.08	0.1	0.096	0.103	0.072	0	0	0	0.456
1996	0	0	0	0.013	0	0.098	0.114	0.075	0.025	0.021	0	0	0.347
1997	0	0	0	0.002	0.07	0.087	0.074	0.158	0.093	0.011	0	0	0.495
1998	0	0	0	0.006	0	0	0.174	0.096	0.039	0.058	0	0	0.372
1999	0	0	0	0	0.072	0.078	0.102	0.178	0.067	0.005	0	0	0.502
2000	0	0	0	0.023	0.003	0.031	0.081	0.105	0.013	0.051	0	0	0.307
2001	0	0	0	0.002	0.118	0.035	0.186	0.11	0.02	0	0	0	0.471
2002	0	0	0	0	0	0.001	0.059	0.029	0.132	0.013	0	0	0.235
2003	0	0	0	0.001	0.002	0.004	0.038	0.072	0.084	0.023	0	0	0.224
2004	0	0	0	0.07	0	0.029	0.113	0.049	0.014	0.035	0	0	0.309
2005	0	0	0	0.009	0.035	0	0.053	0.117	0.079	0.053	0	0	0.346
2006	0	0	0	0.045	0.029	0.065	0.136	0.171	0.041	0.058	0	0	0.546
2007	0	0	0	0.016	0.101	0.05	0.099	0.11	0.056	0.009	0	0	0.44
2008	0	0	0	0	0.007	0.05	0.118	0.126	0.029	0.004	0	0	0.333
2009	0	0	0	0.013	0.097	0.064	0.047	0.059	0.075	0.023	0	0	0.377
2010	0	0	0	0	0	0.019	0.089	0.159	0.035	0.014	0	0	0.316
2011	0	0	0	0.001	0.018	0	0.073	0.102	0.068	0.012	0	0	0.274
2012	0	0	0	0.001	0.043	0.013	0.076	0.063	0.123	0.011	0	0	0.33
2013	0	0	0	0.003	0.041	0	0.124	0.068	0.088	0.014	0	0	0.339
2014	0	0	0	0	0.044	0	0.134	0.062	0.039	0.038	0	0	0.317
2015	0	0	0	0.001	0.147	0.027	0.104	0.049	0.044	0.045	0	0	0.418
2016	0	0	0	0	0.058	0	0.063	0.159	0.019	0	0	0	0.298
2017	0	0	0	0.005	0.061	0	0.125	0.078	0.106	0.021	0	0	0.396
2018	0	0	0	0	0	0.05	0.152	0.079	0.053	0.034	0	0	0.368
2019	0	0	0	0.013	0.061	0.012	0.046	0.061	0.043	0	0	0	0.236
2020	0	0	0	0	0.022	0.017	0.161	0.064	0.137	0.026	0	0	0.428
2021	0	0	0	0.005	0.077	0.081	0.105	0.029	0.024	0.009	0	0	0.33
2022	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999
Min	0	0	0	0	0	0	0	0	0	0	0	0	0.141
Max	0	0	0	0.07	0.147	0.153	0.197	0.263	0.162	0.072	0	0	0.592
Mean	0	0	0	0.008	0.041	0.035	0.089	0.094	0.054	0.019	0	0	0.34

Time Series Identifier =			USC00055706										
Descript =	MONTE VISTA												
Data Source =	C:\CDSS\DATA\STATECU\WIZARD\Reinhart\Reinhart.BD1												
Data Type =	Irrigation Water Reqt												
Data Interval =	Month												
Data Units =	ACFT												
Period =	1950-01 to 2022-12												
Orig./Av. Period =	1950-01 to 2022-12												
Comments:													
No commer available.													
Time Series Creation History:													
N/A													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1950	0	0	0	0.116	0.539	0.601	0.516	0.458	0.283	0.209	0	0	2.721
1951	0	0	0	0.053	0.457	0.538	0.552	0.385	0.312	0.082	0	0	2.378
1952	0	0	0	0.055	0.451	0.654	0.53	0.367	0.258	0.124	0	0	2.44
1953	0	0	0	0	0.303	0.63	0.468	0.491	0.311	0.087	0	0	2.29
1954	0	0	0	0.096	0.465	0.64	0.512	0.467	0.256	0.177	0	0	2.613
1955	0	0	0	0.012	0.381	0.56	0.497	0.515	0.302	0.114	0	0	2.382
1956	0	0	0	0.061	0.448	0.624	0.531	0.424	0.33	0.104	0	0	2.522
1957	0	0	0	0	0.137	0.535	0.351	0.365	0.275	0.072	0	0	1.734
1958	0	0	0	0.029	0.454	0.579	0.454	0.456	0.281	0.099	0	0	2.353
1959	0	0	0	0.044	0.382	0.586	0.54	0.431	0.242	0.018	0	0	2.243
1960	0	0	0	0.09	0.415	0.59	0.467	0.506	0.263	0.044	0	0	2.374
1961	0	0	0	0.052	0.46	0.625	0.439	0.461	0.261	0.086	0	0	2.385
1962	0	0	0	0.099	0.421	0.525	0.408	0.506	0.257	0.133	0	0	2.349
1963	0	0	0	0.076	0.487	0.546	0.533	0.465	0.348	0.181	0	0	2.636
1964	0	0	0	0.034	0.462	0.555	0.583	0.459	0.265	0.131	0	0	2.489
1965	0	0	0	0.064	0.449	0.587	0.525	0.496	0.244	0.149	0	0	2.514
1966	0	0	0	0.109	0.574	0.659	0.558	0.483	0.373	0.146	0	0	2.902
1967	0	0	0	0.098	0.441	0.573	0.483	0.439	0.288	0.172	0	0	2.494
1968	0	0	0	0.048	0.474	0.731	0.426	0.378	0.302	0.161	0	0	2.521
1969	0	0	0	0.114	0.544	0.454	0.591	0.552	0.185	0.032	0	0	2.47
1970	0	0	0	0.055	0.515	0.628	0.535	0.588	0.222	0.045	0	0	2.587
1971	0	0	0	0.083	0.401	0.709	0.479	0.491	0.284	0.104	0	0	2.551
1972	0	0	0	0.085	0.497	0.729	0.498	0.495	0.32	0.098	0	0	2.723
1973	0	0	0	0.049	0.414	0.672	0.529	0.553	0.281	0.141	0	0	2.639
1974	0	0	0	0.103	0.61	0.72	0.438	0.5	0.297	0.146	0	0	2.813
1975	0	0	0	0.046	0.448	0.592	0.537	0.512	0.205	0.113	0	0	2.454
1976	0	0	0	0.077	0.46	0.642	0.614	0.348	0.258	0.084	0	0	2.483
1977	0	0	0	0.069	0.43	0.691	0.473	0.541	0.317	0.131	0	0	2.652
1978	0	0	0	0.053	0.248	0.522	0.515	0.512	0.299	0.126	0	0	2.276
1979	0	0	0	0.07	0.41	0.572	0.584	0.438	0.336	0.148	0	0	2.558
1980	0	0	0	0.037	0.34	0.676	0.559	0.482	0.323	0.094	0	0	2.512
1981	0	0	0	0.114	0.393	0.676	0.52	0.348	0.276	0.087	0	0	2.413
1982	0	0	0	0	0.335	0.539	0.491	0.374	0.204	0.047	0	0	1.99
1983	0	0	0	0	0.239	0.383	0.533	0.545	0.29	0.108	0	0	2.098
1984	0	0	0	0.025	0.482	0.511	0.485	0.398	0.26	0.036	0	0	2.196
1985	0	0	0	0.051	0.421	0.589	0.413	0.478	0.188	0.068	0	0	2.208
1986	0	0	0	0.027	0.364	0.573	0.387	0.486	0.185	0.044	0	0	2.066
1987	0	0	0	0.059	0.39	0.611	0.523	0.433	0.284	0.138	0	0	2.437
1988	0	0	0	0.085	0.427	0.662	0.564	0.532	0.301	0.16	0	0	2.729
1989	0	0	0	0.091	0.541	0.568	0.488	0.553	0.265	0.107	0	0	2.613
1990	0	0	0	0.044	0.39	0.707	0.469	0.475	0.175	0.101	0	0	2.362
1991	0	0	0	0.055	0.428	0.579	0.455	0.411	0.276	0.096	0	0	2.3
1992	0	0	0	0.115	0.425	0.526	0.472	0.417	0.271	0.149	0	0	2.375
1993	0	0	0	0.086	0.366	0.64	0.518	0.285	0.271	0.077	0	0	2.242
1994	0	0	0	0.075	0.421	0.698	0.55	0.531	0.241	0.077	0	0	2.592
1995	0	0	0	0.013	0.327	0.481	0.436	0.507	0.245	0.125	0	0	2.134
1996	0	0	0	0.091	0.643	0.58	0.489	0.508	0.282	0.062	0	0	2.656
1997	0	0	0	0.049	0.412	0.572	0.496	0.41	0.271	0.085	0	0	2.295
1998	0	0	0	0.036	0.497	0.64	0.441	0.479	0.33	0.059	0	0	2.481
1999	0	0	0	0	0.279	0.507	0.504	0.374	0.242	0.1	0	0	2.006
2000	0	0	0	0.085	0.545	0.635	0.517	0.484	0.323	0.057	0	0	2.647
2001	0	0	0	0.111	0.404	0.629	0.408	0.438	0.32	0.124	0	0	2.435
2002	0	0	0	0.115	0.488	0.712	0.578	0.527	0.186	0.079	0	0	2.684
2003	0	0	0	0.088	0.51	0.589	0.614	0.518	0.228	0.144	0	0	2.691
2004	0	0	0	0.019	0.527	0.58	0.436	0.475	0.278	0.055	0	0	2.37
2005	0	0	0	0.081	0.474	0.609	0.558	0.425	0.269	0.101	0	0	2.515
2006	0	0	0	0.064	0.511	0.647	0.483	0.393	0.226	0.035	0	0	2.359
2007	0	0	0	0.052	0.359	0.596	0.531	0.502	0.283	0.115	0	0	2.438
2008	0	0	0	0.026	0.41	0.536	0.439	0.41	0.263	0.073	0	0	2.157
2009	0	0	0	0.029	0.402	0.498	0.506	0.421	0.227	0.014	0	0	2.098
2010	0	0	0	0.041	0.381	0.608	0.501	0.404	0.303	0.096	0	0	2.334
2011	0	0	0	0.039	0.346	0.621	0.557	0.495	0.244	0.085	0	0	2.387
2012	0	0	0	0.1	0.422	0.702	0.527	0.498	0.202	0.096	0	0	2.547
2013	0	0	0	0.038	0.377	0.662	0.473	0.499	0.252	0.113	0	0	2.414
2014	0	0	0	0	0.329	0.62	0.445	0.438	0.317	0.103	0	0	2.254
2015	0	0	0	0.024	0.239	0.623	0.447	0.51	0.314	0.127	0	0	2.23
2016	0	0	0	0	0.3	0.682	0.515	0.344	0.305	0.142	0	0	2.287
2017	0	0	0	0.012	0.335	0.677	0.477	0.439	0.213	0.058	0	0	2.21
2018	0	0	0	0.095	0.493	0.64	0.467	0.478	0.299	0.082	0	0	2.553
2019	0	0	0	0.036	0.295	0.547	0.515	0.504	0.32	0.046	0	0	2.261
2020	0	0	0	0.091	0.515	0.652	0.412	0.547	0.169	0.1	0	0	2.487
2021	0	0	0	0.064	0.413	0.632	0.519	0.544	0.346	0.087	0	0	2.605
2022	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999	-999
Min	0	0	0	0	0.197	0.383	0.351	0.285	0.169	0.014	0	0	1.794
Max	0	0	0	0.116	0.643	0.731	0.614	0.588	0.373	0.209	0	0	2.902
Mean	0	0	0	0.058	0.423	0.607	0.498	0.464	0.271	0.1	0	0	2.421

Appendix C Consumptive use Calculations

Year	Alfalfa		Small Grain		Total	
SE 23	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	7.2	0.0	7.2	0.0
1962	0.0	0.0	14.4	0.0	14.4	0.0
1963	0.0	0.0	21.7	0.0	21.7	0.0
1964	0.0	0.0	28.9	0.0	28.9	0.0
1965	0.0	0.0	36.1	0.0	36.1	0.0
1966	0.0	0.0	43.3	0.0	43.3	0.0
1967	0.0	0.0	38.5	0.0	38.5	0.0
1968	0.0	0.0	33.7	0.0	33.7	0.0
1969	0.0	0.0	28.9	0.0	28.9	0.0
1970	0.0	0.0	24.1	0.0	24.1	0.0
1971	0.0	0.0	19.2	0.0	19.2	0.0
1972	0.0	0.0	14.4	0.0	14.4	0.0
1973	0.0	0.0	9.6	0.0	9.6	0.0
1974	0.0	0.0	4.8	0.0	4.8	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood IWR							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	1.1	2.7	2.8	1.9	0.0	0.0	8.4
1962	0.2	2.0	5.0	4.1	2.8	0.0	0.0	14.2
1963	0.1	2.9	7.2	9.0	4.9	0.0	0.0	24.2
1964	0.0	3.4	9.8	12.8	4.7	0.0	0.0	30.6
1965	0.1	4.3	13.1	14.4	8.2	0.0	0.0	40.0
1966	1.0	9.5	19.9	16.8	5.4	0.0	0.0	52.7
1967	0.9	6.0	15.3	12.9	4.2	0.0	0.0	39.4
1968	0.0	3.9	14.5	12.7	6.7	0.2	0.0	38.0
1969	1.1	7.0	9.5	11.8	2.7	0.0	0.0	32.1
1970	0.1	3.2	9.2	10.3	7.4	0.0	0.0	30.3
1971	0.1	1.9	8.6	7.0	4.1	0.0	0.0	21.8
1972	0.6	3.2	7.7	4.9	0.9	0.0	0.0	17.3
1973	0.0	0.7	3.8	4.4	3.0	0.0	0.0	12.0
1974	0.1	1.0	2.3	1.5	0.8	0.0	0.0	5.7
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	1.8	4.4	4.6	3.1	0.1	0.0	14.0
1962	0.4	3.4	8.4	6.8	4.7	0.0	0.0	23.6
1963	0.2	4.9	12.0	15.0	8.2	0.1	0.0	40.3
1964	0.0	5.6	16.4	21.3	7.8	0.0	0.0	51.1
1965	0.1	7.2	21.9	24.0	13.6	0.0	0.0	66.7
1966	1.7	15.9	33.1	28.1	9.1	0.0	0.0	87.8
1967	1.5	10.1	25.6	21.5	7.0	0.0	0.0	65.6
1968	0.0	6.4	24.2	21.2	11.1	0.3	0.0	63.3
1969	1.8	11.7	15.9	19.7	4.4	0.0	0.0	53.5
1970	0.2	5.4	15.4	17.1	12.4	0.0	0.0	50.5
1971	0.2	3.2	14.3	11.7	6.9	0.0	0.0	36.3
1972	0.9	5.4	12.8	8.1	1.6	0.0	0.0	28.9
1973	0.0	1.2	6.3	7.4	5.1	0.0	0.0	20.0
1974	0.2	1.7	3.9	2.4	1.3	0.0	0.0	9.5
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	1.8	4.4	4.6	3.1	0.1	0.0	14.0
1962	0.4	3.4	8.4	6.8	4.7	0.0	0.0	23.6
1963	0.2	4.9	12.0	15.0	8.2	0.1	0.0	40.3
1964	0.0	5.6	16.4	21.3	7.8	0.0	0.0	51.1
1965	0.1	7.2	21.9	24.0	13.6	0.0	0.0	66.7
1966	1.7	15.9	33.1	28.1	9.1	0.0	0.0	87.8
1967	1.5	10.1	25.6	21.5	7.0	0.0	0.0	65.6
1968	0.0	6.4	24.2	21.2	11.1	0.3	0.0	63.3
1969	1.8	11.7	15.9	19.7	4.4	0.0	0.0	53.5
1970	0.2	5.4	15.4	17.1	12.4	0.0	0.0	50.5
1971	0.2	3.2	14.3	11.7	6.9	0.0	0.0	36.3
1972	0.9	5.4	12.8	8.1	1.6	0.0	0.0	28.9
1973	0.0	1.2	6.3	7.4	5.1	0.0	0.0	20.0
1974	0.2	1.7	3.9	2.4	1.3	0.0	0.0	9.5
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement Supplied by Surface Water							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	1.8	4.4	4.6	3.1	0.1	0.0	14.0
1962	0.4	3.4	8.4	6.8	4.7	0.0	0.0	23.6
1963	0.2	4.9	12.0	15.0	8.2	0.1	0.0	40.3
1964	0.0	5.6	16.4	21.3	7.8	0.0	0.0	51.1
1965	0.1	7.2	21.9	24.0	13.6	0.0	0.0	66.7
1966	1.7	15.9	33.1	28.1	9.1	0.0	0.0	87.8
1967	1.5	10.1	25.6	21.5	7.0	0.0	0.0	65.6
1968	0.0	6.4	24.2	21.2	11.1	0.3	0.0	63.3
1969	1.8	11.7	15.9	19.7	4.4	0.0	0.0	53.5
1970	0.0	5.4	15.4	17.1	12.4	0.0	0.0	50.3
1971	0.2	3.2	14.3	11.7	6.9	0.0	0.0	36.3
1972	0.9	5.4	12.8	8.1	1.6	0.0	0.0	28.9
1973	0.0	1.2	6.3	7.4	5.1	0.0	0.0	20.0
1974	0.2	1.7	3.9	2.4	1.3	0.0	0.0	9.5
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Diversion Not Supplied By Surface Water							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.2
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Surface Water Remaining							
SE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	29.9	128.3	141.7	106.9	71.0	31.2	0.0	509.0
1961	0.0	127.7	86.8	80.1	49.2	24.8	0.0	368.6
1962	59.8	209.1	166.0	136.5	160.7	64.0	8.7	804.8
1963	29.1	47.0	39.0	53.1	14.2	1.7	0.0	184.2
1964	12.7	75.1	26.9	33.2	31.2	12.5	7.0	198.6
1965	8.0	110.5	181.0	173.7	108.9	45.2	26.3	653.6
1966	57.3	189.7	83.0	58.9	65.0	44.4	0.4	498.9
1967	29.9	41.2	34.9	51.0	51.0	35.0	9.0	251.9
1968	26.4	123.9	151.8	78.1	66.3	50.0	0.0	496.5
1969	94.8	110.0	122.4	115.6	54.4	24.6	4.5	526.3
1970	0.0	138.3	121.7	158.6	121.1	0.0	0.0	539.7
1971	40.8	42.8	32.9	26.5	14.0	14.4	0.0	171.4
1972	44.5	43.3	44.9	55.3	58.3	0.0	10.9	257.2
1973	6.1	109.8	159.3	154.2	116.7	17.0	0.0	563.0
1974	10.7	69.9	84.6	105.8	49.3	8.0	0.0	328.2
1975	9.4	118.1	173.9	163.9	100.4	20.9	0.0	586.6
1976	38.7	100.3	179.6	139.2	54.6	5.0	0.0	517.3
1977	21.2	46.9	64.0	54.6	26.3	28.6	10.3	251.9

Year	Alfalfa		Small Grain		Total	
NE 23	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	20.4	0.0	0.0	0.0	20.4	0.0
1961	17.0	0.0	25.5	0.0	42.5	0.0
1962	13.6	0.0	51.0	0.0	64.6	0.0
1963	10.2	0.0	76.5	0.0	86.7	0.0
1964	6.8	0.0	101.9	0.0	108.7	0.0
1965	3.4	0.0	127.4	0.0	130.8	0.0
1966	0.0	0.0	152.9	0.0	152.9	0.0
1967	17.0	0.0	135.9	0.0	152.9	0.0
1968	34.0	0.0	118.9	0.0	152.9	0.0
1969	51.0	0.0	101.9	0.0	152.9	0.0
1970	68.0	0.0	84.9	0.0	152.9	0.0
1971	84.9	0.0	68.0	0.0	152.9	0.0
1972	101.9	0.0	51.0	0.0	152.9	0.0
1973	118.9	0.0	34.0	0.0	152.9	0.0
1974	135.9	0.0	17.0	0.0	152.9	0.0
1975	152.9	0.0	0.0	0.0	152.9	0.0
1976	101.9	0.0	0.0	42.8	101.9	42.8
1977	51.0	0.0	0.0	85.6	51.0	85.6

Year	Flood IWR							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	1.4	6.4	9.1	7.2	7.8	4.1	0.7	36.7
1961	0.7	8.9	17.4	15.4	12.5	3.5	1.1	59.5
1962	1.8	11.6	23.1	18.7	15.1	2.6	1.4	74.3
1963	1.1	14.1	29.7	35.9	20.9	2.9	1.4	105.8
1964	0.2	14.3	37.6	48.1	18.8	1.4	0.7	121.0
1965	0.4	16.3	47.9	52.2	30.1	0.6	0.4	147.8
1966	3.6	33.6	70.2	59.5	19.2	0.0	0.0	186.1
1967	4.5	27.0	61.6	51.8	20.5	3.7	2.2	171.2
1968	1.3	25.8	70.1	55.9	33.3	8.4	4.1	198.9
1969	8.3	45.8	51.1	64.5	30.8	7.1	1.2	208.8
1970	3.2	37.9	65.0	63.9	56.5	11.4	2.3	240.2
1971	5.8	32.6	75.9	55.6	46.2	18.3	6.7	241.2
1972	8.6	49.8	83.5	55.7	41.6	24.7	7.6	271.5
1973	4.5	39.8	74.0	63.3	60.6	25.4	12.7	280.3
1974	10.9	66.5	82.4	50.3	54.2	30.6	15.0	310.0
1975	5.3	51.9	68.6	62.2	59.3	23.8	13.1	284.3
1976	5.9	35.5	49.6	47.4	26.9	19.9	6.5	191.8
1977	2.7	16.6	26.7	18.3	20.9	12.2	5.1	102.5

Year	Flood Diversion Requirement							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	2.3	10.7	15.2	12.0	13.0	6.8	1.1	61.2
1961	1.2	14.8	29.1	25.7	20.8	5.8	1.8	99.2
1962	3.1	19.3	38.5	31.1	25.2	4.4	2.3	123.9
1963	1.8	23.5	49.4	59.8	34.8	4.8	2.3	176.3
1964	0.3	23.8	62.6	80.2	31.4	2.3	1.1	201.7
1965	0.6	27.2	79.8	86.9	50.1	1.0	0.6	246.3
1966	6.0	56.0	117.1	99.1	32.1	0.0	0.0	310.2
1967	7.4	45.0	102.6	86.3	34.1	6.2	3.7	285.3
1968	2.2	43.0	116.9	93.1	55.4	14.0	6.9	331.6
1969	13.8	76.4	85.2	107.5	51.3	11.9	2.1	348.1
1970	5.4	63.2	108.3	106.5	94.2	19.1	3.9	400.4
1971	9.7	54.4	126.6	92.6	77.1	30.5	11.2	401.9
1972	14.3	83.1	139.2	92.8	69.3	41.2	12.6	452.4
1973	7.4	66.4	123.3	105.5	101.0	42.3	21.2	467.1
1974	18.2	110.8	137.4	83.8	90.4	51.0	25.1	516.6
1975	8.9	86.5	114.3	103.7	98.9	39.6	21.8	473.8
1976	9.9	59.2	82.7	79.1	44.8	33.2	10.8	319.7
1977	4.4	27.7	44.5	30.5	34.8	20.4	8.4	170.8

Year	Sprinkler IWR							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.3	6.5	18.6	18.5	3.3	0.0	0.0	47.1
1977	0.2	9.6	35.6	33.9	25.6	0.4	0.0	105.2

Year	Sprinkler Diversion Requirement							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.4	7.8	22.4	22.2	4.0	0.0	0.0	56.8
1977	0.2	11.6	42.9	40.8	30.8	0.5	0.0	126.8

Year	Total Diversion Requirement							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	2.3	10.7	15.2	12.0	13.0	6.8	1.1	61.2
1961	1.2	14.8	29.1	25.7	20.8	5.8	1.8	99.2
1962	3.1	19.3	38.5	31.1	25.2	4.4	2.3	123.9
1963	1.8	23.5	49.4	59.8	34.8	4.8	2.3	176.3
1964	0.3	23.8	62.6	80.2	31.4	2.3	1.1	201.7
1965	0.6	27.2	79.8	86.9	50.1	1.0	0.6	246.3
1966	6.0	56.0	117.1	99.1	32.1	0.0	0.0	310.2
1967	7.4	45.0	102.6	86.3	34.1	6.2	3.7	285.3
1968	2.2	43.0	116.9	93.1	55.4	14.0	6.9	331.6
1969	13.8	76.4	85.2	107.5	51.3	11.9	2.1	348.1
1970	5.4	63.2	108.3	106.5	94.2	19.1	3.9	400.4
1971	9.7	54.4	126.6	92.6	77.1	30.5	11.2	401.9
1972	14.3	83.1	139.2	92.8	69.3	41.2	12.6	452.4
1973	7.4	66.4	123.3	105.5	101.0	42.3	21.2	467.1
1974	18.2	110.8	137.4	83.8	90.4	51.0	25.1	516.6
1975	8.9	86.5	114.3	103.7	98.9	39.6	21.8	473.8
1976	10.3	67.0	105.0	101.3	48.8	33.2	10.8	376.5
1977	4.7	39.3	87.4	71.3	65.6	20.9	8.4	297.5
1978	0.0	1.2	39.4	80.2	49.2	7.7	0.0	177.8

Year	Total Diversion Requirement Supplied by Surface Water							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	2.3	10.7	15.2	12.0	13.0	6.8	0.0	60.1
1961	0.0	14.8	29.1	25.7	20.8	5.8	0.0	96.2
1962	3.1	19.3	38.5	31.1	25.2	4.4	2.3	123.9
1963	1.8	23.5	39.0	53.1	14.2	1.7	0.0	133.3
1964	0.3	23.8	26.9	33.2	31.2	2.3	1.1	118.8
1965	0.6	27.2	79.8	86.9	50.1	1.0	0.6	246.3
1966	6.0	56.0	83.0	58.9	32.1	0.0	0.0	236.0
1967	7.4	41.2	34.9	51.0	34.1	6.2	3.7	178.5
1968	2.2	43.0	116.9	78.1	55.4	14.0	0.0	309.7
1969	13.8	76.4	85.2	107.5	51.3	11.9	2.1	348.1
1970	0.0	63.2	108.3	106.5	94.2	0.0	0.0	372.1
1971	9.7	42.8	32.9	26.5	14.0	14.4	0.0	140.3
1972	14.3	43.3	44.9	55.3	58.3	0.0	10.9	226.9
1973	6.1	66.4	123.3	105.5	101.0	17.0	0.0	419.3
1974	10.7	69.9	84.6	83.8	49.3	8.0	0.0	306.2
1975	8.9	86.5	114.3	103.7	98.9	20.9	0.0	433.3
1976	10.3	67.0	105.0	101.3	48.8	5.0	0.0	337.4
1977	4.7	39.3	64.0	54.6	26.3	20.9	8.4	218.2
1978	0.0	1.2	31.3	18.7	5.4	0.0	0.0	56.5

Year	Diversion Not Supplied By Surface Water							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	1.1	1.1
1961	1.2	0.0	0.0	0.0	0.0	0.0	1.8	3.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	10.4	6.6	20.5	3.1	2.3	43.0
1964	0.0	0.0	35.7	47.0	0.2	0.0	0.0	82.8
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	34.0	40.1	0.0	0.0	0.0	74.2
1967	0.0	3.8	67.8	35.3	0.0	0.0	0.0	106.8
1968	0.0	0.0	0.0	15.0	0.0	0.0	6.9	21.9
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	5.4	0.0	0.0	0.0	0.0	19.1	3.9	28.3
1971	0.0	11.5	93.7	66.1	63.1	16.1	11.2	261.6
1972	0.0	39.8	94.3	37.4	11.0	41.2	1.7	225.5
1973	1.3	0.0	0.0	0.0	0.0	25.3	21.2	47.9
1974	7.5	41.0	52.8	0.0	41.1	43.0	25.1	210.4
1975	0.0	0.0	0.0	0.0	0.0	18.7	21.8	40.5
1976	0.0	0.0	0.0	0.0	0.0	28.3	10.8	39.1
1977	0.0	0.0	23.4	16.7	39.3	0.0	0.0	79.4

Year	Surface Water Remaining							
NE 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	27.6	117.6	126.5	94.9	58.0	24.4	0.0	448.9
1961	0.0	113.0	57.8	54.4	28.4	19.0	0.0	272.4
1962	56.7	189.8	127.5	105.4	135.4	59.6	6.4	680.9
1963	27.3	23.5	0.0	0.0	0.0	0.0	0.0	50.9
1964	12.4	51.3	0.0	0.0	0.0	10.3	5.9	79.8
1965	7.5	83.3	101.2	86.8	58.8	44.1	25.6	407.4
1966	51.3	133.7	0.0	0.0	33.0	44.4	0.4	262.8
1967	22.5	0.0	0.0	0.0	16.8	28.8	5.3	73.4
1968	24.2	80.8	35.0	0.0	10.9	36.0	0.0	186.8
1969	81.0	33.7	37.2	8.1	3.1	12.6	2.5	178.2
1970	0.0	75.1	13.4	52.2	26.9	0.0	0.0	167.6
1971	31.1	0.0	0.0	0.0	0.0	0.0	0.0	31.1
1972	30.2	0.0	0.0	0.0	0.0	0.0	0.0	30.2
1973	0.0	43.5	35.9	48.6	15.7	0.0	0.0	143.7
1974	0.0	0.0	0.0	22.0	0.0	0.0	0.0	22.0
1975	0.6	31.6	59.5	60.1	1.5	0.0	0.0	153.3
1976	28.5	33.2	74.5	37.8	5.8	0.0	0.0	179.9
1977	16.5	7.6	0.0	0.0	0.0	7.7	1.9	33.7

Year	Alfalfa		Small Grain		Total	
SE 14	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	57.2	0.0	82.6	0.0	139.8	0.0
1961	60.2	0.0	79.1	0.0	139.3	0.0
1962	63.3	0.0	75.5	0.0	138.8	0.0
1963	66.3	0.0	72.0	0.0	138.3	0.0
1964	69.3	0.0	68.5	0.0	137.8	0.0
1965	72.4	0.0	64.9	0.0	137.3	0.0
1966	75.4	0.0	61.4	0.0	136.8	0.0
1967	75.3	0.0	61.5	0.0	136.8	0.0
1968	75.1	0.0	61.6	0.0	136.7	0.0
1969	75.0	0.0	61.7	0.0	136.7	0.0
1970	74.8	0.0	61.8	0.0	136.7	0.0
1971	74.7	0.0	62.0	0.0	136.6	0.0
1972	74.5	0.0	62.1	0.0	136.6	0.0
1973	74.4	0.0	62.2	0.0	136.6	0.0
1974	74.2	0.0	62.3	0.0	136.5	0.0
1975	74.1	0.0	62.4	0.0	136.5	0.0
1976	49.4	0.0	86.9	0.0	136.3	0.0
1977	24.7	0.0	111.5	0.0	136.2	0.0
1978	0.0	0.0	136.0	0.0	136.0	0.0
1979	27.3	0.0	108.8	0.0	136.1	0.0
1980	54.6	0.0	81.6	0.0	136.2	0.0
1981	82.0	0.0	54.4	0.0	136.4	0.0
1982	109.3	0.0	27.2	0.0	136.5	0.0
1983	136.6	0.0	0.0	0.0	136.6	0.0
1984	68.3	0.0	68.3	0.0	136.6	0.0
1985	0.0	0.0	136.6	0.0	136.6	0.0
1986	0.0	40.7	0.0	0.0	0.0	40.7
1987	0.0	81.4	0.0	0.0	0.0	81.4
1988	0.0	122.1	0.0	0.0	0.0	122.1
1989	0.0	0.0	0.0	122.1	0.0	122.1
1990	0.0	0.0	0.0	122.1	0.0	122.1
1991	0.0	0.0	0.0	122.1	0.0	122.1
1992	0.0	0.0	0.0	122.1	0.0	122.1
1993	0.0	0.0	0.0	122.1	0.0	122.1
1994	0.0	0.0	0.0	122.1	0.0	122.1
1995	0.0	0.0	0.0	122.1	0.0	122.1
1996	0.0	0.0	0.0	122.1	0.0	122.1
1997	0.0	0.0	0.0	122.1	0.0	122.1
1998	0.0	0.0	0.0	122.1	0.0	122.1
1999	0.0	17.4	0.0	104.7	0.0	122.1
2000	0.0	34.9	0.0	87.2	0.0	122.1
2001	0.0	52.3	0.0	69.8	0.0	122.1
2002	0.0	69.8	0.0	52.3	0.0	122.1
2003	0.0	87.2	0.0	34.9	0.0	122.1
2004	0.0	104.7	0.0	17.4	0.0	122.1
2005	0.0	122.1	0.0	0.0	0.0	122.1
2006	0.0	0.0	0.0	30.5	0.0	30.5
2007	0.0	0.0	0.0	61.1	0.0	61.1
2008	0.0	0.0	0.0	91.6	0.0	91.6
2009	0.0	0.0	0.0	122.1	0.0	122.1
2010	0.0	0.0	0.0	122.1	0.0	122.1
2011	0.0	0.0	0.0	122.1	0.0	122.1
2012	0.0	61.1	0.0	61.1	0.0	122.1
2013	0.0	122.1	0.0	0.0	0.0	122.1
2014	0.0	122.1	0.0	0.0	0.0	122.1
2015	0.0	122.1	0.0	0.0	0.0	122.1
2016	0.0	122.1	0.0	0.0	0.0	122.1
2017	0.0	122.1	0.0	0.0	0.0	122.1
2018	0.0	61.1	0.0	61.1	0.0	122.1
2019	0.0	0.0	0.0	122.1	0.0	122.1
Average	28.1	24.4	31.2	39.7	59.4	64.1
Maximum	136.6	122.1	136.6	122.1	139.8	122.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0
Average %	47%	38%	53%	62%		
	Alfalfa		Small Grain			
Average %	43%		57%			

Year	Flood IWR							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	4.8	29.7	60.1	54.7	47.3	12.4	2.1	211.0
1961	2.7	32.7	62.7	54.8	45.0	13.4	4.3	215.5
1962	6.5	33.6	55.9	44.5	42.4	13.4	6.9	203.2
1963	4.6	37.2	55.9	61.6	43.1	19.2	9.9	231.5
1964	1.9	35.1	57.0	66.3	38.2	15.1	7.5	221.2
1965	3.9	35.2	60.7	59.5	45.5	14.6	8.9	228.2
1966	8.3	50.3	71.6	60.6	38.4	23.2	9.1	261.6
1967	7.6	37.8	62.2	52.4	34.5	17.9	10.7	223.1
1968	3.0	37.0	74.1	51.7	36.6	19.0	10.0	231.5
1969	9.6	49.9	50.2	63.9	40.3	11.4	2.0	227.3
1970	3.7	40.8	64.6	61.7	57.0	13.7	2.8	244.2
1971	5.6	31.4	73.6	54.0	44.7	17.5	6.4	233.2
1972	7.9	45.7	80.8	53.3	34.8	19.7	6.0	248.1
1973	3.1	30.3	67.9	63.5	55.3	17.3	8.6	246.1
1974	7.6	51.9	76.9	47.3	41.4	18.2	8.9	252.2
1975	2.8	35.0	59.2	64.5	50.9	12.5	6.9	231.7
1976	3.8	33.0	67.1	65.8	21.5	10.5	3.4	205.1
1977	1.7	22.3	64.5	57.6	47.2	7.0	2.7	203.0
1978	0.0	1.1	37.7	76.7	47.1	7.4	0.0	169.9
1979	2.1	20.1	53.9	66.8	34.5	7.8	3.3	188.7
1980	1.7	19.6	65.1	69.8	46.8	15.4	4.2	222.7
1981	9.9	36.4	74.8	56.4	25.7	18.6	5.9	227.8
1982	0.0	31.6	57.0	58.7	39.9	18.4	4.2	209.7
1983	0.0	26.9	43.1	60.0	61.3	32.6	12.2	236.2
1984	1.4	35.3	50.3	60.0	38.9	14.8	2.0	202.8
1985	0.0	15.5	52.5	51.8	38.7	0.0	0.0	158.5
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	1.7	14.3	26.7	25.6	18.3	6.5	2.5	95.6
Maximum	9.9	51.9	80.8	76.7	61.3	32.6	12.2	261.6
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	8.0	49.5	100.2	91.1	78.8	20.7	3.5	351.7
1961	4.5	54.6	104.5	91.3	74.9	22.4	7.1	359.2
1962	10.8	56.0	93.1	74.2	70.6	22.3	11.6	338.6
1963	7.7	61.9	93.1	102.7	71.8	32.0	16.5	385.8
1964	3.2	58.5	95.1	110.4	63.7	25.2	12.5	368.6
1965	6.5	58.6	101.1	99.1	75.9	24.3	14.8	380.3
1966	13.9	83.9	119.3	101.0	64.0	38.6	15.1	435.9
1967	12.7	63.1	103.7	87.3	57.5	29.8	17.8	371.8
1968	5.0	61.7	123.6	86.1	61.1	31.7	16.6	385.8
1969	16.0	83.2	83.6	106.5	67.2	19.0	3.3	378.9
1970	6.2	68.0	107.6	102.9	95.0	22.8	4.6	407.0
1971	9.3	52.4	122.7	90.0	74.5	29.1	10.7	388.7
1972	13.1	76.1	134.6	88.9	58.0	32.8	10.0	413.6
1973	5.2	50.6	113.1	105.9	92.1	28.9	14.4	410.2
1974	12.6	86.5	128.2	78.9	68.9	30.3	14.9	420.4
1975	4.7	58.3	98.6	107.4	84.8	20.9	11.5	386.1
1976	6.3	55.0	111.8	109.6	35.9	17.5	5.7	341.8
1977	2.8	37.2	107.5	96.0	78.7	11.7	4.4	338.3
1978	0.0	1.9	62.8	127.8	78.4	12.3	0.0	283.2
1979	3.5	33.5	89.9	111.4	57.5	13.1	5.6	314.4
1980	2.8	32.7	108.6	116.4	78.1	25.7	7.1	371.2
1981	16.4	60.7	124.7	93.9	42.9	31.1	9.8	379.6
1982	0.0	52.6	94.9	97.8	66.4	30.7	7.1	349.6
1983	0.0	44.8	71.9	100.0	102.2	54.4	20.3	393.6
1984	2.3	58.9	83.9	100.0	64.8	24.7	3.4	338.0
1985	0.0	25.9	87.4	86.3	64.5	0.0	0.0	264.1
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	2.9	23.8	44.4	42.7	30.5	10.9	4.1	159.3
Maximum	16.4	86.5	134.6	127.8	102.2	54.4	20.3	435.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.9	12.2	19.2	13.0	16.3	6.2	1.5	69.3
1987	4.0	26.2	41.0	35.1	29.0	19.0	9.3	163.5
1988	8.6	43.0	66.6	56.7	53.5	30.3	16.1	274.8
1989	4.0	30.3	53.9	45.0	18.4	0.0	0.0	151.6
1990	0.0	14.4	61.3	46.0	26.1	0.0	0.0	147.7
1991	0.4	12.3	45.6	50.6	28.0	0.1	0.0	136.9
1992	5.4	23.3	51.0	42.6	5.7	0.0	0.0	128.1
1993	1.5	11.4	56.5	49.5	7.3	0.0	0.0	126.3
1994	0.7	15.4	61.3	52.6	26.1	0.0	0.0	156.0
1995	0.0	5.6	33.0	57.6	40.1	0.9	0.0	137.2
1996	1.7	30.2	51.4	45.3	20.8	0.0	0.0	149.4
1997	0.2	10.4	43.7	57.1	29.1	0.0	0.0	140.5
1998	0.0	16.5	49.1	51.7	35.3	1.0	0.0	153.6
1999	0.0	7.1	36.0	65.6	29.2	6.2	1.4	145.5
2000	3.8	35.6	60.2	49.1	26.0	9.3	1.6	185.7
2001	6.9	27.7	60.9	38.9	26.0	13.8	5.3	179.6
2002	9.4	41.5	71.2	55.4	34.1	10.7	4.5	226.7
2003	6.8	42.8	56.9	61.4	45.4	16.4	10.3	240.1
2004	1.6	48.7	57.2	43.7	44.8	24.0	4.7	224.7
2005	8.1	47.7	61.3	56.1	42.8	27.1	10.2	253.2
2006	0.4	7.3	15.5	11.1	1.7	0.0	0.0	36.0
2007	0.1	4.3	24.0	28.2	16.9	0.0	0.0	73.4
2008	0.0	8.5	28.4	43.2	24.1	1.4	0.0	105.5
2009	0.0	8.8	37.3	58.2	31.4	0.0	0.0	135.6
2010	0.0	9.7	42.8	66.3	30.8	3.2	0.0	152.7
2011	0.0	6.9	43.0	74.9	38.5	3.2	0.0	166.5
2012	6.3	30.8	67.3	51.0	35.1	10.2	4.8	205.4
2013	3.8	37.9	66.6	47.6	50.2	25.4	11.4	242.9
2014	0.0	33.1	62.4	44.8	44.1	31.9	10.4	226.6
2015	2.4	24.0	63.3	45.0	51.3	31.6	12.8	230.4
2016	0.0	30.2	68.6	51.8	34.6	30.7	14.3	230.2
2017	1.2	33.7	68.1	48.0	44.2	21.4	5.8	222.5
2018	5.7	35.8	60.3	45.7	35.6	15.0	4.1	202.2
2019	0.0	3.3	37.3	68.5	40.8	5.6	0.0	155.6
Average	1.4	12.9	28.7	27.6	17.7	5.7	2.1	96.3
Maximum	9.4	48.7	71.2	74.9	53.5	31.9	16.1	274.8
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	1.1	14.7	23.2	15.6	19.6	7.5	1.8	83.5
1987	4.8	31.5	49.4	42.3	35.0	23.0	11.2	197.0
1988	10.3	51.8	80.2	68.4	64.5	36.5	19.4	331.1
1989	4.8	36.5	65.0	54.2	22.2	0.0	0.0	182.7
1990	0.0	17.3	73.8	55.4	31.4	0.0	0.0	178.0
1991	0.5	14.8	54.9	61.0	33.7	0.1	0.0	165.0
1992	6.5	28.1	61.5	51.3	6.9	0.0	0.0	154.3
1993	1.8	13.7	68.1	59.6	8.8	0.0	0.0	152.1
1994	0.8	18.5	73.8	63.4	31.4	0.0	0.0	188.0
1995	0.0	6.8	39.8	69.3	48.4	1.1	0.0	165.3
1996	2.1	36.4	61.9	54.5	25.1	0.0	0.0	180.0
1997	0.2	12.5	52.6	68.9	35.0	0.0	0.0	169.2
1998	0.0	19.9	59.2	62.3	42.5	1.2	0.0	185.1
1999	0.0	8.6	43.4	79.1	35.2	7.4	1.7	175.3
2000	4.6	42.9	72.6	59.2	31.3	11.2	2.0	223.7
2001	8.3	33.4	73.4	46.9	31.3	16.6	6.4	216.4
2002	11.3	50.0	85.7	66.7	41.1	12.9	5.5	273.2
2003	8.1	51.6	68.6	73.9	54.8	19.7	12.5	289.2
2004	2.0	58.6	68.9	52.7	54.0	28.9	5.7	270.7
2005	9.8	57.5	73.8	67.6	51.5	32.6	12.2	305.1
2006	0.4	8.8	18.7	13.4	2.0	0.0	0.0	43.4
2007	0.1	5.2	29.0	33.9	20.4	0.0	0.0	88.5
2008	0.0	10.2	34.2	52.1	29.0	1.6	0.0	127.1
2009	0.0	10.5	45.0	70.1	37.8	0.0	0.0	163.4
2010	0.0	11.6	51.5	79.9	37.1	3.9	0.0	184.0
2011	0.0	8.4	51.8	90.2	46.4	3.9	0.0	200.6
2012	7.6	37.1	81.1	61.4	42.2	12.2	5.8	247.5
2013	4.6	45.7	80.2	57.3	60.5	30.5	13.7	292.6
2014	0.0	39.9	75.2	53.9	53.1	38.4	12.5	273.0
2015	2.9	29.0	76.2	54.2	61.8	38.1	15.4	277.6
2016	0.0	36.4	82.7	62.4	41.7	37.0	17.2	277.4
2017	1.5	40.6	82.1	57.8	53.2	25.8	7.0	268.0
2018	6.9	43.2	72.6	55.0	42.9	18.1	5.0	243.7
2019	0.0	4.0	45.0	82.6	49.2	6.8	0.0	187.5
Average	1.7	15.6	34.6	33.3	21.4	6.9	2.6	116.0
Maximum	11.3	58.6	85.7	90.2	64.5	38.4	19.4	331.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	8.0	49.5	100.2	91.1	78.8	20.7	3.5	351.7
1961	4.5	54.6	104.5	91.3	74.9	22.4	7.1	359.2
1962	10.8	56.0	93.1	74.2	70.6	22.3	11.6	338.6
1963	7.7	61.9	93.1	102.7	71.8	32.0	16.5	385.8
1964	3.2	58.5	95.1	110.4	63.7	25.2	12.5	368.6
1965	6.5	58.6	101.1	99.1	75.9	24.3	14.8	380.3
1966	13.9	83.9	119.3	101.0	64.0	38.6	15.1	435.9
1967	12.7	63.1	103.7	87.3	57.5	29.8	17.8	371.8
1968	5.0	61.7	123.6	86.1	61.1	31.7	16.6	385.8
1969	16.0	83.2	83.6	106.5	67.2	19.0	3.3	378.9
1970	6.2	68.0	107.6	102.9	95.0	22.8	4.6	407.0
1971	9.3	52.4	122.7	90.0	74.5	29.1	10.7	388.7
1972	13.1	76.1	134.6	88.9	58.0	32.8	10.0	413.6
1973	5.2	50.6	113.1	105.9	92.1	28.9	14.4	410.2
1974	12.6	86.5	128.2	78.9	68.9	30.3	14.9	420.4
1975	4.7	58.3	98.6	107.4	84.8	20.9	11.5	386.1
1976	6.3	55.0	111.8	109.6	35.9	17.5	5.7	341.8
1977	2.8	37.2	107.5	96.0	78.7	11.7	4.4	338.3
1978	0.0	1.9	62.8	127.8	78.4	12.3	0.0	283.2
1979	3.5	33.5	89.9	111.4	57.5	13.1	5.6	314.4
1980	2.8	32.7	108.6	116.4	78.1	25.7	7.1	371.2
1981	16.4	60.7	124.7	93.9	42.9	31.1	9.8	379.6
1982	0.0	52.6	94.9	97.8	66.4	30.7	7.1	349.6
1983	0.0	44.8	71.9	100.0	102.2	54.4	20.3	393.6
1984	2.3	58.9	83.9	100.0	64.8	24.7	3.4	338.0
1985	0.0	25.9	87.4	86.3	64.5	0.0	0.0	264.1
1986	1.1	14.7	23.2	15.6	19.6	7.5	1.8	83.5
1987	4.8	31.5	49.4	42.3	35.0	23.0	11.2	197.0
1988	10.3	51.8	80.2	68.4	64.5	36.5	19.4	331.1
1989	4.8	36.5	65.0	54.2	22.2	0.0	0.0	182.7
1990	0.0	17.3	73.8	55.4	31.4	0.0	0.0	178.0
1991	0.5	14.8	54.9	61.0	33.7	0.1	0.0	165.0
1992	6.5	28.1	61.5	51.3	6.9	0.0	0.0	154.3
1993	1.8	13.7	68.1	59.6	8.8	0.0	0.0	152.1
1994	0.8	18.5	73.8	63.4	31.4	0.0	0.0	188.0
1995	0.0	6.8	39.8	69.3	48.4	1.1	0.0	165.3
1996	2.1	36.4	61.9	54.5	25.1	0.0	0.0	180.0
1997	0.2	12.5	52.6	68.9	35.0	0.0	0.0	169.2
1998	0.0	19.9	59.2	62.3	42.5	1.2	0.0	185.1
1999	0.0	8.6	43.4	79.1	35.2	7.4	1.7	175.3
2000	4.6	42.9	72.6	59.2	31.3	11.2	2.0	223.7
2001	8.3	33.4	73.4	46.9	31.3	16.6	6.4	216.4
2002	11.3	50.0	85.7	66.7	41.1	12.9	5.5	273.2
2003	8.1	51.6	68.6	73.9	54.8	19.7	12.5	289.2
2004	2.0	58.6	68.9	52.7	54.0	28.9	5.7	270.7
2005	9.8	57.5	73.8	67.6	51.5	32.6	12.2	305.1
2006	0.4	8.8	18.7	13.4	2.0	0.0	0.0	43.4
2007	0.1	5.2	29.0	33.9	20.4	0.0	0.0	88.5
2008	0.0	10.2	34.2	52.1	29.0	1.6	0.0	127.1
2009	0.0	10.5	45.0	70.1	37.8	0.0	0.0	163.4
2010	0.0	11.6	51.5	79.9	37.1	3.9	0.0	184.0
2011	0.0	8.4	51.8	90.2	46.4	3.9	0.0	200.6
2012	7.6	37.1	81.1	61.4	42.2	12.2	5.8	247.5
2013	4.6	45.7	80.2	57.3	60.5	30.5	13.7	292.6
2014	0.0	39.9	75.2	53.9	53.1	38.4	12.5	273.0
2015	2.9	29.0	76.2	54.2	61.8	38.1	15.4	277.6
2016	0.0	36.4	82.7	62.4	41.7	37.0	17.2	277.4
2017	1.5	40.6	82.1	57.8	53.2	25.8	7.0	268.0
2018	6.9	43.2	72.6	55.0	42.9	18.1	5.0	243.7
2019	0.0	4.0	45.0	82.6	49.2	6.8	0.0	187.5
Average	4.6	39.4	79.0	76.0	51.8	17.8	6.7	275.3
Maximum	16.4	86.5	134.6	127.8	102.2	54.4	20.3	435.9
Minimum	0.0	1.9	18.7	13.4	2.0	0.0	0.0	43.4

Year	Total Diversion Requirement Supplied by Surface Water							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	8.0	49.5	100.2	91.1	58.0	20.7	0.0	327.5
1961	0.0	54.6	57.8	54.4	28.4	19.0	0.0	214.0
1962	10.8	56.0	93.1	74.2	70.6	22.3	6.4	333.5
1963	7.7	23.5	0.0	0.0	0.0	0.0	0.0	31.2
1964	3.2	51.3	0.0	0.0	0.0	10.3	5.9	70.6
1965	6.5	58.6	101.1	86.8	58.8	24.3	14.8	350.9
1966	13.9	83.9	0.0	0.0	33.0	38.6	0.4	169.8
1967	12.7	0.0	0.0	0.0	16.8	28.8	5.3	63.7
1968	5.0	61.7	35.0	0.0	10.9	31.7	0.0	144.3
1969	16.0	33.7	37.2	8.1	3.1	12.6	2.5	113.2
1970	0.0	68.0	13.4	52.2	26.9	0.0	0.0	160.5
1971	9.3	0.0	0.0	0.0	0.0	0.0	0.0	9.3
1972	13.1	0.0	0.0	0.0	0.0	0.0	0.0	13.1
1973	0.0	43.5	35.9	48.6	15.7	0.0	0.0	143.7
1974	0.0	0.0	0.0	22.0	0.0	0.0	0.0	22.0
1975	0.6	31.6	59.5	60.1	1.5	0.0	0.0	153.3
1976	6.3	33.2	74.5	37.8	5.8	0.0	0.0	157.7
1977	2.8	7.6	0.0	0.0	0.0	7.7	1.9	20.0
1978	0.0	1.9	31.3	18.7	5.4	0.0	0.0	57.2
1979	3.5	33.5	89.9	94.9	46.1	13.1	0.0	280.9
1980	2.8	32.7	108.6	72.1	24.1	3.4	0.6	244.1
1981	7.1	20.7	20.8	22.9	19.0	12.0	0.0	102.5
1982	0.0	30.1	71.9	59.9	36.7	11.8	7.1	217.5
1983	0.0	44.8	71.9	100.0	102.2	43.4	20.3	382.6
1984	2.3	58.9	83.9	100.0	64.8	24.7	3.4	338.0
1985	0.0	25.9	87.4	86.3	64.5	0.0	0.0	264.1
1986	1.1	14.7	23.2	15.6	19.6	7.5	1.8	83.5
1987	4.8	31.5	49.4	42.3	35.0	23.0	11.2	197.0
1988	10.3	51.8	80.2	68.4	61.9	36.5	16.6	325.7
1989	4.8	36.5	65.0	54.2	22.2	0.0	0.0	182.7
1990	0.0	17.3	73.8	55.4	31.4	0.0	0.0	178.0
1991	0.5	14.8	54.9	61.0	33.7	0.1	0.0	165.0
1992	6.5	28.1	61.5	51.3	6.9	0.0	0.0	154.3
1993	1.8	13.7	68.1	59.6	8.8	0.0	0.0	152.1
1994	0.8	18.5	73.8	63.4	31.4	0.0	0.0	188.0
1995	0.0	6.8	39.8	69.3	48.4	1.1	0.0	165.3
1996	2.1	36.4	61.9	54.5	25.1	0.0	0.0	180.0
1997	0.2	12.5	52.6	68.9	35.0	0.0	0.0	169.2
1998	0.0	19.9	59.2	62.3	42.5	1.2	0.0	185.1
1999	0.0	8.6	43.4	79.1	35.2	7.4	1.7	175.3
2000	4.6	42.9	72.6	59.2	31.3	11.2	2.0	223.7
2001	8.3	33.4	73.4	46.9	31.3	16.6	6.4	216.4
2002	11.3	50.0	85.7	66.7	0.6	4.5	5.5	224.3
2003	8.1	51.6	68.6	73.9	54.8	19.7	12.5	289.2
2004	2.0	58.6	68.9	52.7	54.0	28.9	5.7	270.7
2005	9.8	57.5	73.8	67.6	51.5	32.6	12.2	305.1
2006	0.4	8.8	18.7	13.4	2.0	0.0	0.0	43.4
2007	0.1	5.2	29.0	33.9	20.4	0.0	0.0	88.5
2008	0.0	10.2	34.2	52.1	29.0	1.6	0.0	127.1
2009	0.0	10.5	45.0	70.1	37.8	0.0	0.0	163.4
2010	0.0	11.6	51.5	79.9	37.1	3.9	0.0	184.0
2011	0.0	8.4	51.8	90.2	46.4	3.9	0.0	200.6
2012	7.6	37.1	81.1	61.4	42.2	12.2	5.0	246.6
2013	4.6	45.7	80.2	57.3	60.5	30.5	13.7	292.6
2014	0.0	39.9	75.2	53.9	53.1	38.4	12.5	273.0
2015	2.9	29.0	76.2	54.2	61.8	38.1	15.4	277.6
2016	0.0	36.4	82.7	62.4	41.7	37.0	17.2	277.4
2017	1.5	40.6	82.1	57.8	53.2	25.8	7.0	268.0
2018	6.9	43.2	72.6	55.0	42.9	18.1	5.0	243.7
2019	0.0	4.0	45.0	82.6	49.2	6.8	0.0	187.5
Average	3.9	30.7	54.1	51.4	32.2	12.2	3.7	188.2
Maximum	16.0	83.9	108.6	100.0	102.2	43.4	20.3	382.6
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.3

Year	Diversion Not Supplied By Surface Water				2009128	2009129		
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	20.8	0.0	3.5	24.3
1961	4.5	0.0	46.7	36.9	46.6	3.4	7.1	145.2
1962	0.0	0.0	0.0	0.0	0.0	0.0	5.1	5.1
1963	0.0	38.4	93.1	102.7	71.8	32.0	16.5	354.5
1964	0.0	7.2	95.1	110.4	63.7	15.0	6.6	298.0
1965	0.0	0.0	0.0	12.3	17.1	0.0	0.0	29.4
1966	0.0	0.0	119.3	101.0	31.0	0.0	14.7	266.1
1967	0.0	63.1	103.7	87.3	40.7	0.9	12.5	308.1
1968	0.0	0.0	88.6	86.1	50.2	0.0	16.6	241.5
1969	0.0	49.6	46.4	98.4	64.0	6.4	0.8	265.7
1970	6.2	0.0	94.2	50.7	68.0	22.8	4.6	246.6
1971	0.0	52.4	122.7	90.0	74.5	29.1	10.7	379.4
1972	0.0	76.1	134.6	88.9	58.0	32.8	10.0	400.4
1973	5.2	7.1	77.2	57.2	76.4	28.9	14.4	266.5
1974	12.6	86.5	128.2	56.9	68.9	30.3	14.9	398.4
1975	4.1	26.7	39.1	47.3	83.2	20.9	11.5	232.8
1976	0.0	21.7	37.3	71.7	30.1	17.5	5.7	184.1
1977	0.0	29.6	107.5	96.0	78.7	4.0	2.6	318.2
1978	0.0	0.0	31.5	109.1	73.1	12.3	0.0	226.0
1979	0.0	0.0	0.0	16.6	11.5	0.0	5.6	33.6
1980	0.0	0.0	0.0	44.3	54.0	22.3	6.5	127.1
1981	9.3	40.0	103.9	71.1	23.9	19.1	9.8	277.1
1982	0.0	22.6	23.0	37.9	29.7	18.9	0.0	132.0
1983	0.0	0.0	0.0	0.0	0.0	11.0	0.0	11.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	2.6	0.0	2.8	5.4
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	40.5	8.4	0.0	48.8
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.9	0.9
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	0.7	8.7	24.9	24.5	19.7	5.6	3.1	87.1
Maximum	12.6	86.5	134.6	110.4	83.2	32.8	16.6	400.4
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Surface Water Remaining							
SE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	19.6	68.1	26.3	3.7	0.0	3.7	0.0	121.4
1961	0.0	58.4	0.0	0.0	0.0	0.0	0.0	58.4
1962	45.9	133.8	34.4	31.2	64.8	37.3	0.0	347.4
1963	19.6	0.0	0.0	0.0	0.0	0.0	0.0	19.6
1964	9.1	0.0	0.0	0.0	0.0	0.0	0.0	9.1
1965	0.9	24.7	0.1	0.0	0.0	19.9	10.8	56.4
1966	37.4	49.8	0.0	0.0	0.0	5.8	0.0	93.0
1967	9.7	0.0	0.0	0.0	0.0	0.0	0.0	9.7
1968	19.1	19.2	0.0	0.0	0.0	4.2	0.0	42.5
1969	65.0	0.0	0.0	0.0	0.0	0.0	0.0	65.0
1970	0.0	7.2	0.0	0.0	0.0	0.0	0.0	7.2
1971	21.8	0.0	0.0	0.0	0.0	0.0	0.0	21.8
1972	17.1	0.0	0.0	0.0	0.0	0.0	0.0	17.1
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	22.2	0.0	0.0	0.0	0.0	0.0	0.0	22.2
1977	13.7	0.0	0.0	0.0	0.0	0.0	0.0	13.7
1978	12.0	18.6	0.0	0.0	0.0	0.0	0.0	30.6
1979	10.7	42.3	98.1	0.0	0.0	13.6	0.0	164.7
1980	14.3	30.7	88.0	0.0	0.0	0.0	0.0	133.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	16.5	0.0	0.0	0.0	0.0	0.0	13.3	29.8
1983	78.2	183.5	218.4	213.8	65.8	0.0	39.2	798.9
1984	29.8	196.0	115.7	122.6	81.2	66.7	46.2	658.0
1985	76.7	76.3	260.8	136.4	65.6	41.1	7.4	664.3
1986	73.2	100.9	204.8	95.5	56.4	18.2	9.5	558.5
1987	29.2	127.2	192.9	251.6	61.6	30.3	18.0	710.9
1988	13.0	37.3	86.0	81.8	0.0	29.9	0.0	248.1
1989	48.4	49.8	60.1	102.0	37.2	9.7	28.1	335.4
1990	22.7	50.1	46.6	57.1	28.0	6.8	33.6	244.8
1991	30.9	169.6	106.8	103.0	53.3	64.2	45.1	572.9
1992	13.6	53.1	76.5	102.1	44.2	0.5	39.9	329.9
1993	62.6	280.2	510.0	450.7	27.3	0.0	56.3	1387.2
1994	57.3	239.4	410.2	469.4	261.0	135.0	112.3	1684.6
1995	55.3	284.4	519.6	567.0	437.8	144.2	114.9	2123.3
1996	102.4	185.7	195.4	214.9	154.3	78.3	30.9	961.9
1997	69.8	231.0	457.1	497.5	131.3	103.1	46.4	1536.2
1998	25.6	295.9	469.4	364.5	143.0	81.8	63.0	1443.2
1999	91.1	191.3	416.8	377.5	192.2	160.2	154.4	1583.5
2000	52.2	174.2	220.6	221.6	101.9	36.3	63.4	870.3
2001	39.1	370.6	239.3	248.0	204.0	69.3	33.7	1203.8
2002	44.4	139.3	81.6	57.9	0.0	0.0	17.6	340.8
2003	44.8	89.9	108.3	159.8	60.2	53.2	51.2	567.3
2004	18.2	138.5	162.8	262.2	68.0	72.3	62.1	784.1
2005	59.8	193.6	255.2	285.2	122.5	30.4	43.4	990.1
2006	46.1	46.6	89.8	126.9	58.9	42.8	54.3	465.4
2007	39.7	140.7	170.6	238.6	148.4	76.8	56.4	871.3
2008	66.5	148.7	243.9	230.0	135.0	53.6	50.8	928.6
2009	51.6	353.1	196.0	214.0	209.5	77.8	34.3	1136.4
2010	35.1	159.1	168.4	124.9	86.5	42.1	23.7	639.9
2011	37.1	62.0	88.2	108.5	35.2	31.4	46.1	408.5
2012	56.6	70.5	67.5	77.7	100.3	31.5	0.0	404.1
2013	38.4	64.9	46.4	50.0	36.8	70.0	50.8	357.5
2014	59.0	110.1	138.3	83.0	80.4	36.2	50.4	557.5
2015	51.5	71.3	88.0	81.5	85.9	27.3	29.4	434.9
2016	62.6	99.3	180.0	133.5	92.8	55.1	54.7	678.0
2017	86.5	123.7	204.1	165.4	90.7	120.5	71.8	862.6
2018	72.9	102.5	122.9	132.1	69.3	20.9	16.7	537.2
2019	62.8	109.0	293.2	217.3	137.5	100.1	82.0	1001.9
Average	37.7	99.5	129.3	124.3	63.8	35.0	29.4	519.1
Maximum	102.4	370.6	519.6	567.0	437.8	160.2	154.4	2123.3
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Alfalfa		Small Grain		Total	
SW 14	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	74.3	0.0	76.0	0.0	150.3	0.0
1961	79.8	0.0	69.5	0.0	149.3	0.0
1962	85.3	0.0	62.9	0.0	148.2	0.0
1963	90.8	0.0	56.4	0.0	147.2	0.0
1964	96.2	0.0	49.9	0.0	146.1	0.0
1965	101.7	0.0	43.3	0.0	145.1	0.0
1966	107.2	0.0	36.8	0.0	144.0	0.0
1967	106.6	0.0	0.0	0.0	106.6	0.0
1968	106.0	0.0	0.0	0.0	106.0	0.0
1969	105.4	0.0	0.0	0.0	105.4	0.0
1970	104.8	0.0	0.0	0.0	104.8	0.0
1971	104.2	0.0	0.0	0.0	104.2	0.0
1972	103.6	0.0	0.0	0.0	103.6	0.0
1973	103.0	0.0	0.0	0.0	103.0	0.0
1974	102.4	0.0	0.0	0.0	102.4	0.0
1975	101.8	0.0	0.0	0.0	101.8	0.0
1976	72.2	11.7	1.3	0.0	73.5	11.7
1977	42.6	23.4	2.6	0.0	45.2	23.4
1978	13.0	35.1	3.9	0.0	16.9	35.1
1979	0.0	45.8	6.1	7.0	6.1	52.9
1980	0.0	56.6	8.3	14.0	8.3	70.6
1981	0.0	67.3	10.5	21.1	10.5	88.4
1982	0.0	78.1	12.7	28.1	12.7	106.1
1983	0.0	88.8	14.9	35.1	14.9	123.9
1984	0.0	44.4	14.9	82.0	14.9	126.4
1985	0.0	0.0	14.9	128.9	14.9	128.9
1986	0.0	0.0	13.6	128.9	13.6	128.9
1987	0.0	0.0	12.3	128.9	12.3	128.9
1988	0.0	0.0	11.0	128.9	11.0	128.9
1989	7.3	0.0	0.0	128.9	7.3	128.9
1990	5.5	32.2	0.0	96.7	5.5	128.9
1991	3.7	64.5	0.0	64.5	3.7	128.9
1992	1.8	96.7	0.0	32.2	1.8	128.9
1993	0.0	128.9	0.0	0.0	0.0	128.9
1994	0.0	103.1	0.0	25.8	0.0	128.9
1995	0.0	77.3	0.0	51.6	0.0	128.9
1996	0.0	51.6	0.0	77.3	0.0	128.9
1997	0.0	25.8	0.0	103.1	0.0	128.9
1998	0.0	0.0	0.0	128.9	0.0	128.9
1999	0.0	18.4	0.0	110.5	0.0	128.9
2000	0.0	36.8	0.0	92.1	0.0	128.9
2001	0.0	55.2	0.0	73.7	0.0	128.9
2002	0.0	73.7	0.0	55.2	0.0	128.9
2003	0.0	92.1	0.0	36.8	0.0	128.9
2004	0.0	110.5	0.0	18.4	0.0	128.9
2005	0.0	128.9	0.0	0.0	0.0	128.9
2006	0.0	0.0	0.0	32.2	0.0	32.2
2007	0.0	0.0	0.0	64.5	0.0	64.5
2008	0.0	0.0	0.0	96.7	0.0	96.7
2009	0.0	0.0	0.0	128.9	0.0	128.9
2010	0.0	0.0	0.0	128.9	0.0	128.9
2011	0.0	0.0	0.0	128.9	0.0	128.9
2012	0.0	0.0	0.0	129.7	0.0	129.7
2013	0.0	0.0	0.0	130.4	0.0	130.4
2014	0.0	0.0	0.0	130.4	0.0	130.4
2015	0.0	0.0	0.0	130.4	0.0	130.4
2016	0.0	0.0	0.0	129.7	0.0	129.7
2017	0.0	0.0	0.0	128.9	0.0	128.9
2018	0.0	64.5	0.0	64.5	0.0	128.9
2019	0.0	128.9	0.0	0.0	0.0	128.9
Average	28.7	29.0	8.7	53.7	37.3	82.7
Maximum	107.2	128.9	76.0	130.4	150.3	130.4
Minimum	0.0	0.0	0.0	0.0	0.0	0.0
Average %	77%	35%	23%	65%		
	Alfalfa		Small Grain			
Average %	48%		52%			

Year	Alfalfa		Small Grain		Total	
NW 15	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	24.8	0.0	0.0	0.0	24.8
1980	0.0	49.6	0.0	0.0	0.0	49.6
1981	0.0	74.4	0.0	0.0	0.0	74.4
1982	0.0	99.2	0.0	0.0	0.0	99.2
1983	0.0	124.0	0.0	0.0	0.0	124.0
1984	0.0	62.0	0.0	0.0	0.0	62.0
1985	0.0	0.0	0.0	119.1	0.0	119.1
1986	0.0	0.0	0.0	119.1	0.0	119.1
1987	0.0	0.0	0.0	119.1	0.0	119.1
1988	0.0	0.0	0.0	119.1	0.0	119.1
1989	0.0	0.0	0.0	119.1	0.0	119.1
1990	0.0	0.0	0.0	119.1	0.0	119.1
1991	0.0	0.0	0.0	119.1	0.0	119.1
1992	0.0	0.0	0.0	119.1	0.0	119.1
1993	0.0	0.0	0.0	119.1	0.0	119.1
1994	23.8	0.0	0.0	0.0	23.8	0.0
1995	47.6	0.0	0.0	0.0	47.6	0.0
1996	71.5	0.0	0.0	0.0	71.5	0.0
1997	95.3	0.0	0.0	0.0	95.3	0.0
1998	119.1	0.0	0.0	0.0	119.1	0.0
1999	119.2	0.0	0.0	0.0	119.2	0.0
2000	119.2	0.0	0.0	0.0	119.2	0.0
2001	119.3	0.0	0.0	0.0	119.3	0.0
2002	119.3	0.0	0.0	0.0	119.3	0.0
2003	119.4	0.0	0.0	0.0	119.4	0.0
2004	119.5	0.0	0.0	0.0	119.5	0.0

Year	Flood IWR							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	1.5	8.3	13.7	10.8	10.4	4.7	1.5	50.9
1995	0.5	12.8	18.9	17.1	19.9	9.6	4.9	83.8
1996	5.4	37.9	34.2	28.8	29.9	16.6	3.7	156.3
1997	3.8	32.3	44.9	38.9	32.2	21.3	6.7	180.2
1998	3.5	48.8	62.8	43.3	47.0	32.4	5.8	243.6
1999	0.0	27.4	49.8	49.5	36.7	23.8	9.8	197.0
2000	8.4	53.5	62.4	50.8	47.5	31.7	5.6	259.9
2001	10.9	39.7	61.8	40.1	43.0	31.5	12.2	239.2
2002	11.3	48.0	70.0	56.8	51.8	18.3	7.8	264.0
2003	8.7	50.2	57.9	60.4	51.0	22.4	14.2	264.8
2004	1.9	51.9	57.1	42.9	46.8	27.4	5.4	233.3

Year	Flood Diversion Requirement							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	2.5	13.8	22.8	18.0	17.4	7.9	2.5	84.8
1995	0.9	21.4	31.5	28.5	33.2	16.0	8.2	139.6
1996	8.9	63.1	56.9	48.0	49.9	27.7	6.1	260.6
1997	6.4	53.9	74.8	64.9	53.6	35.5	11.1	300.3
1998	5.9	81.3	104.7	72.1	78.3	54.0	9.7	406.0
1999	0.0	45.7	83.0	82.5	61.2	39.6	16.4	328.3
2000	13.9	89.2	104.0	84.6	79.2	52.9	9.3	433.2
2001	18.2	66.2	103.0	66.8	71.7	52.4	20.3	398.7
2002	18.8	80.0	116.7	94.7	86.4	30.5	12.9	440.1
2003	14.4	83.6	96.6	100.7	84.9	37.4	23.6	441.3
2004	3.1	86.5	95.2	71.5	77.9	45.6	9.0	388.8

Year	Sprinkler IWR							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	1.4	8.4	11.7	11.9	9.0	6.9	3.0	52.3
1980	1.5	13.9	27.6	22.8	19.7	13.2	3.8	102.6
1981	7.0	24.1	41.4	31.9	21.3	16.9	5.3	148.0
1982	0.0	27.4	44.1	40.1	30.6	16.7	3.8	162.7
1983	0.0	24.4	39.1	54.5	55.7	29.6	11.0	214.4
1984	1.3	24.6	26.1	24.8	20.3	13.3	1.8	112.2
1985	0.0	13.5	45.7	45.1	33.8	0.0	0.0	138.2
1986	0.0	8.7	41.4	48.1	38.4	0.0	0.0	136.6
1987	0.0	11.2	45.4	58.2	31.2	1.4	0.0	147.4
1988	1.2	16.4	55.5	54.0	28.7	0.0	0.0	155.7
1989	3.9	29.5	52.6	43.9	18.0	0.0	0.0	147.9
1990	0.0	14.0	59.8	44.9	25.4	0.0	0.0	144.1
1991	0.4	12.0	44.5	49.4	27.3	0.1	0.0	133.6
1992	5.3	22.8	49.8	41.5	5.6	0.0	0.0	124.9
1993	1.5	11.1	55.2	48.3	7.2	0.0	0.0	123.2
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	1.7	10.1	14.1	14.4	10.8	8.3	3.6	63.0
1980	1.8	16.7	33.3	27.5	23.7	15.9	4.6	123.6
1981	8.4	29.0	49.9	38.4	25.7	20.4	6.4	178.3
1982	0.0	33.0	53.1	48.4	36.8	20.1	4.6	196.0
1983	0.0	29.4	47.1	65.6	67.1	35.7	13.3	258.3
1984	1.5	29.7	31.5	29.9	24.5	16.0	2.2	135.2
1985	0.0	16.3	55.1	54.4	40.7	0.0	0.0	166.5
1986	0.0	10.5	49.9	57.9	46.2	0.0	0.0	164.6
1987	0.0	13.5	54.7	70.1	37.6	1.7	0.0	177.6
1988	1.4	19.7	66.9	65.0	34.5	0.0	0.0	187.6
1989	4.7	35.6	63.4	52.9	21.6	0.0	0.0	178.2
1990	0.0	16.9	72.0	54.0	30.6	0.0	0.0	173.6
1991	0.5	14.4	53.6	59.5	32.9	0.1	0.0	160.9
1992	6.4	27.4	59.9	50.0	6.7	0.0	0.0	150.5
1993	1.8	13.4	66.5	58.2	8.6	0.0	0.0	148.4
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	1.7	10.1	14.1	14.4	10.8	8.3	3.6	63.0
1980	1.8	16.7	33.3	27.5	23.7	15.9	4.6	123.6
1981	8.4	29.0	49.9	38.4	25.7	20.4	6.4	178.3
1982	0.0	33.0	53.1	48.4	36.8	20.1	4.6	196.0
1983	0.0	29.4	47.1	65.6	67.1	35.7	13.3	258.3
1984	1.5	29.7	31.5	29.9	24.5	16.0	2.2	135.2
1985	0.0	16.3	55.1	54.4	40.7	0.0	0.0	166.5
1986	0.0	10.5	49.9	57.9	46.2	0.0	0.0	164.6
1987	0.0	13.5	54.7	70.1	37.6	1.7	0.0	177.6
1988	1.4	19.7	66.9	65.0	34.5	0.0	0.0	187.6
1989	4.7	35.6	63.4	52.9	21.6	0.0	0.0	178.2
1990	0.0	16.9	72.0	54.0	30.6	0.0	0.0	173.6
1991	0.5	14.4	53.6	59.5	32.9	0.1	0.0	160.9
1992	6.4	27.4	59.9	50.0	6.7	0.0	0.0	150.5
1993	1.8	13.4	66.5	58.2	8.6	0.0	0.0	148.4
1994	2.5	13.8	22.8	18.0	17.4	7.9	2.5	84.8
1995	0.9	21.4	31.5	28.5	33.2	16.0	8.2	139.6
1996	8.9	63.1	56.9	48.0	49.9	27.7	6.1	260.6
1997	6.4	53.9	74.8	64.9	53.6	35.5	11.1	300.3
1998	5.9	81.3	104.7	72.1	78.3	54.0	9.7	406.0
1999	0.0	45.7	83.0	82.5	61.2	39.6	16.4	328.3
2000	13.9	89.2	104.0	84.6	79.2	52.9	9.3	433.2
2001	18.2	66.2	103.0	66.8	71.7	52.4	20.3	398.7
2002	18.8	80.0	116.7	94.7	86.4	30.5	12.9	440.1
2003	14.4	83.6	96.6	100.7	84.9	37.4	23.6	441.3
2004	3.1	86.5	95.2	71.5	77.9	45.6	9.0	388.8

Year	Total Diversion Requirement Supplied by Surface Water							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	1.7	10.1	14.1	14.4	10.8	8.3	0.0	59.3
1980	1.8	16.7	33.3	27.5	23.7	4.3	0.7	108.1
1981	8.4	25.9	26.0	28.6	23.8	15.0	0.0	127.6
1982	0.0	33.0	53.1	48.4	36.8	14.8	4.6	190.7
1983	0.0	29.4	47.1	65.6	51.2	20.8	13.3	227.5
1984	1.5	29.7	31.5	29.9	24.5	16.0	2.2	135.2
1985	0.0	16.3	55.1	54.4	40.7	0.0	0.0	166.5
1986	0.0	10.5	49.9	57.9	43.8	0.0	0.0	162.2
1987	0.0	13.5	54.7	70.1	37.6	1.7	0.0	177.6
1988	1.4	19.7	66.9	63.7	29.7	0.0	0.0	181.4
1989	4.7	35.6	46.7	52.9	21.6	0.0	0.0	161.5
1990	0.0	16.9	36.2	44.4	21.7	0.0	0.0	119.3
1991	0.5	14.4	53.6	59.5	32.9	0.1	0.0	160.9
1992	6.4	27.4	59.5	50.0	6.7	0.0	0.0	150.0
1993	1.8	13.4	66.5	58.2	8.6	0.0	0.0	148.4
1994	2.5	13.8	22.8	18.0	17.4	7.9	2.5	84.8
1995	0.9	21.4	31.5	28.5	33.2	16.0	8.2	139.6
1996	8.9	63.1	56.9	48.0	49.9	27.7	6.1	260.6
1997	6.4	53.9	74.8	64.9	53.6	35.5	11.1	300.3
1998	5.9	81.3	104.7	72.1	78.3	54.0	9.7	406.0
1999	0.0	45.7	83.0	82.5	61.2	39.6	16.4	328.3
2000	13.9	89.2	104.0	84.6	36.3	52.9	9.3	390.2
2001	18.2	66.2	103.0	66.8	69.3	33.7	20.3	377.5
2002	18.8	80.0	57.9	0.0	0.0	17.6	12.9	187.4
2003	14.4	83.6	96.6	60.2	53.2	37.4	23.6	369.0
2004	3.1	86.5	95.2	68.0	72.3	45.6	9.0	379.6

Year	Diversion Not Supplied By Surface Water							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	3.6	3.6
1980	0.0	0.0	0.0	0.0	0.0	11.6	3.9	15.5
1981	0.0	3.1	24.0	9.8	1.9	5.4	6.4	50.7
1982	0.0	0.0	0.0	0.0	0.0	5.3	0.0	5.3
1983	0.0	0.0	0.0	0.0	15.9	14.9	0.0	30.8
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	2.4	0.0	0.0	2.4
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	1.4	4.9	0.0	0.0	6.3
1989	0.0	0.0	16.7	0.0	0.0	0.0	0.0	16.7
1990	0.0	0.0	35.8	9.7	8.9	0.0	0.0	54.3
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.5
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	43.0	0.0	0.0	43.0
2001	0.0	0.0	0.0	0.0	2.5	18.8	0.0	21.2
2002	0.0	0.0	58.8	94.7	86.4	12.8	0.0	252.7
2003	0.0	0.0	0.0	40.5	31.8	0.0	0.0	72.2
2004	0.0	0.0	0.0	3.5	5.7	0.0	0.0	9.2

Year	Surface Water Remaining							
NW 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	18.7	80.2	88.6	66.8	44.4	19.5	0.0	318.1
1961	0.0	81.0	57.0	52.9	32.7	15.5	0.0	239.2
1962	37.6	132.8	109.0	89.6	103.4	40.0	5.4	517.8
1963	18.3	32.4	31.9	42.6	14.0	1.1	0.0	140.3
1964	7.9	50.4	27.1	34.1	24.4	7.8	4.4	156.0
1965	5.1	73.6	126.8	123.6	76.5	28.2	16.4	450.2
1966	36.9	128.5	72.6	54.4	46.3	27.8	0.3	366.7
1967	19.6	32.1	37.8	45.3	36.2	21.9	5.6	198.5
1968	16.5	81.4	110.0	62.1	48.4	31.4	0.0	349.9
1969	60.4	76.1	86.4	84.5	36.8	15.4	2.8	362.4
1970	0.0	89.8	85.7	109.8	83.4	0.0	0.0	368.8
1971	25.6	28.8	29.5	23.9	13.1	9.0	0.0	129.8
1972	28.4	30.4	36.1	39.7	37.4	0.0	6.8	178.8
1973	3.8	69.4	103.5	101.0	76.1	10.6	0.0	364.4
1974	6.8	44.7	55.3	67.6	31.6	5.0	0.0	211.0
1975	5.9	73.8	108.7	102.4	62.8	13.1	0.0	366.6
1976	24.2	62.7	112.2	87.0	34.1	3.1	0.0	323.3
1977	13.2	29.3	40.0	34.1	16.4	17.9	6.4	157.4
1978	15.0	23.2	39.1	23.3	6.7	0.0	0.0	107.4
1979	11.8	46.4	122.5	104.2	46.8	8.8	0.0	340.6
1980	16.0	25.5	108.2	62.6	6.3	0.0	0.0	218.7
1981	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.5
1982	20.6	4.6	36.8	26.6	9.1	0.0	12.0	109.6
1983	37.5	60.4	70.3	77.1	0.0	0.0	5.5	250.8
1984	12.7	72.8	46.4	62.9	31.6	16.1	19.9	262.6
1985	36.8	28.3	97.2	37.9	10.3	19.7	3.6	233.9
1986	35.3	45.7	74.5	15.5	0.0	10.5	5.0	186.6
1987	15.2	59.6	67.7	83.8	10.3	19.0	11.3	267.0
1988	7.7	9.3	0.0	0.0	0.0	23.1	8.0	48.1
1989	22.3	3.2	0.0	23.4	7.3	7.6	16.6	80.4
1990	12.2	22.0	0.0	0.0	0.0	5.3	19.1	58.6
1991	16.0	83.0	27.9	18.0	8.6	38.8	24.4	216.7
1992	4.2	13.9	0.0	25.1	27.7	0.4	23.5	94.7
1993	31.2	135.0	213.3	187.5	12.6	0.0	29.3	608.8
1994	237.0	396.4	446.6	243.0	117.6	104.4	1682.1	3227.1
1995	283.5	498.2	535.6	409.3	111.0	98.9	2115.1	4051.7
1996	176.8	132.3	158.0	106.3	28.4	3.2	955.8	1560.8
1997	224.6	403.2	422.6	66.4	49.4	11.0	1525.1	2702.3
1998	290.0	388.1	259.8	70.9	3.4	9.0	1433.5	2454.8
1999	191.3	371.1	294.5	109.7	99.0	114.8	1567.1	2747.6
2000	160.3	131.4	117.6	17.3	0.0	10.6	860.9	1298.1
2001	352.4	173.1	145.0	137.1	0.0	0.0	1183.5	1991.1
2002	120.4	1.6	0.0	0.0	0.0	0.0	327.8	449.8
2003	75.5	24.7	63.2	0.0	0.0	13.8	543.7	720.9
2004	135.4	76.3	167.0	0.0	0.0	16.5	775.0	1170.3

Year	Flood IWR							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	6.0	34.7	65.9	58.7	52.5	16.1	2.7	236.6
1961	3.5	38.9	68.9	57.8	49.7	17.6	5.7	242.1
1962	8.0	39.3	60.6	48.1	48.9	18.1	9.3	232.3
1963	6.1	44.7	61.2	65.3	48.6	26.2	13.5	265.6
1964	2.7	43.0	62.5	70.2	45.1	21.0	10.4	254.9
1965	5.4	43.2	66.3	62.8	52.2	20.5	12.5	263.0
1966	10.6	59.5	76.6	64.8	47.7	32.9	12.9	305.0
1967	8.6	38.7	50.3	42.4	38.6	25.3	15.1	219.1
1968	4.2	41.4	63.8	37.2	33.0	26.4	14.1	220.1
1969	9.9	47.2	39.4	51.3	47.9	16.1	2.8	214.7
1970	4.7	44.5	54.2	46.2	50.8	19.2	3.9	223.5
1971	7.1	34.4	60.9	41.1	42.2	24.4	8.9	219.0
1972	7.3	42.4	62.2	42.5	42.3	27.3	8.4	232.4
1973	4.2	35.1	57.0	44.9	46.9	23.8	12.0	224.0
1974	8.7	51.5	60.8	37.0	42.2	25.1	12.3	237.4
1975	3.9	37.6	49.7	45.0	42.9	17.2	9.5	205.8
1976	4.6	27.6	38.8	37.1	20.8	15.3	5.0	149.3
1977	2.4	15.4	25.4	17.7	19.8	11.1	4.6	96.6
1978	0.6	2.7	6.7	7.7	6.8	3.4	1.3	29.2
1979	0.0	0.6	2.3	3.0	1.4	0.0	0.0	7.3
1980	0.0	0.4	3.5	4.5	2.6	0.1	0.0	11.2
1981	0.4	1.9	5.6	4.1	0.4	0.0	0.0	12.5
1982	0.0	0.7	3.9	6.7	2.9	0.0	0.0	14.3
1983	0.0	0.4	2.7	8.4	5.6	1.0	0.0	18.1
1984	0.0	1.8	4.7	7.1	3.6	0.0	0.0	17.3
1985	0.0	1.7	5.7	5.6	4.2	0.0	0.0	17.3
1986	0.0	1.0	4.7	5.5	4.4	0.0	0.0	15.6
1987	0.0	1.2	4.7	6.0	3.2	0.1	0.0	15.2
1988	0.1	1.5	5.1	5.0	2.6	0.0	0.0	14.4
1989	0.5	3.3	3.4	2.9	3.3	1.6	0.6	15.7
1990	0.2	1.8	3.2	2.1	2.1	0.8	0.5	10.7
1991	0.2	1.3	1.7	1.4	1.2	0.8	0.3	6.9
1992	0.2	0.6	0.8	0.7	0.6	0.4	0.2	3.6
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	1.8	12.3	18.1	15.7	13.6	6.5	2.8	70.8
Maximum	10.6	59.5	76.6	70.2	52.5	32.9	15.1	305.0
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	10.0	57.9	109.8	97.8	87.5	26.8	4.5	394.3
1961	5.9	64.9	114.8	96.4	82.9	29.3	9.4	403.6
1962	13.4	65.5	101.1	80.1	81.5	30.1	15.6	387.2
1963	10.1	74.5	102.1	108.9	81.0	43.6	22.6	442.7
1964	4.5	71.6	104.1	117.0	75.2	35.0	17.3	424.8
1965	9.1	72.1	110.6	104.6	87.0	34.1	20.8	438.3
1966	17.6	99.2	127.6	108.1	79.5	54.9	21.5	508.4
1967	14.3	64.6	83.9	70.7	64.3	42.2	25.2	365.1
1968	7.0	69.0	106.4	62.0	55.0	44.0	23.4	366.9
1969	16.5	78.7	65.7	85.5	79.9	26.8	4.6	357.8
1970	7.9	74.1	90.4	77.0	84.6	32.0	6.5	372.5
1971	11.9	57.4	101.5	68.5	70.3	40.6	14.9	365.1
1972	12.1	70.7	103.7	70.9	70.4	45.5	13.9	387.3
1973	6.9	58.6	95.1	74.8	78.2	39.7	19.9	373.3
1974	14.5	85.8	101.3	61.6	70.3	41.8	20.5	395.7
1975	6.4	62.6	82.8	75.1	71.6	28.7	15.8	342.9
1976	7.7	46.0	64.7	61.9	34.7	25.6	8.3	248.8
1977	4.0	25.7	42.4	29.5	33.1	18.6	7.7	160.9
1978	0.9	4.5	11.1	12.9	11.4	5.7	2.2	48.7
1979	0.1	1.0	3.8	5.0	2.3	0.0	0.0	12.2
1980	0.0	0.7	5.9	7.6	4.3	0.1	0.0	18.6
1981	0.7	3.2	9.4	6.8	0.7	0.0	0.0	20.8
1982	0.0	1.1	6.6	11.2	4.8	0.1	0.0	23.8
1983	0.0	0.6	4.5	14.1	9.3	1.7	0.0	30.1
1984	0.0	3.0	7.8	11.9	6.0	0.1	0.0	28.8
1985	0.0	2.8	9.5	9.4	7.0	0.0	0.0	28.8
1986	0.0	1.7	7.9	9.2	7.3	0.0	0.0	26.0
1987	0.0	1.9	7.8	10.0	5.4	0.2	0.0	25.4
1988	0.2	2.5	8.6	8.3	4.4	0.0	0.0	24.0
1989	0.9	5.4	5.7	4.9	5.5	2.7	1.1	26.2
1990	0.3	2.9	5.3	3.5	3.6	1.3	0.8	17.8
1991	0.3	2.1	2.9	2.3	2.1	1.4	0.5	11.5
1992	0.3	1.1	1.3	1.2	1.0	0.7	0.4	6.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	3.1	20.6	30.1	26.1	22.7	10.9	4.6	118.1
Maximum	17.6	99.2	127.6	117.0	87.5	54.9	25.2	508.4
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.7	4.4	6.2	5.9	3.4	2.5	0.8	23.9
1977	1.3	8.3	13.3	9.1	10.4	6.1	2.5	51.1
1978	1.5	7.2	15.1	14.9	14.8	8.6	3.6	65.8
1979	2.7	16.2	24.3	25.5	18.1	12.7	5.6	105.1
1980	1.7	16.6	37.5	33.7	26.8	15.2	4.4	135.9
1981	7.2	25.6	48.8	37.1	20.2	15.3	4.8	159.0
1982	0.0	23.0	43.4	46.5	30.4	13.2	3.0	159.5
1983	0.0	18.4	34.3	58.9	53.0	23.6	7.9	196.1
1984	0.9	27.5	44.6	57.0	34.4	9.7	1.3	175.4
1985	0.0	14.7	49.5	48.9	36.5	0.0	0.0	149.6
1986	0.0	9.5	44.8	52.0	41.5	0.0	0.0	147.9
1987	0.0	12.1	49.2	63.0	33.8	1.5	0.0	159.5
1988	1.3	17.7	60.1	58.4	31.0	0.0	0.0	168.6
1989	4.2	32.0	56.9	47.5	19.4	0.0	0.0	160.1
1990	1.2	21.7	67.3	48.9	33.2	4.6	2.7	179.6
1991	3.1	29.2	54.8	50.9	36.6	14.7	5.1	194.4
1992	10.6	40.0	55.4	48.8	34.7	21.6	11.9	223.0
1993	9.1	38.9	68.0	55.0	30.3	28.8	8.2	238.2
1994	6.5	39.0	72.2	57.8	50.6	20.5	6.5	253.3
1995	0.8	23.2	44.6	52.1	49.3	16.0	8.0	193.9
1996	4.9	46.4	57.2	49.5	34.8	12.0	2.6	207.4
1997	1.2	17.5	49.0	58.8	33.3	5.8	1.8	167.4
1998	0.0	17.4	51.8	54.6	37.3	1.1	0.0	162.2
1999	0.0	7.5	38.0	69.3	30.8	6.5	1.5	153.6
2000	4.0	37.6	63.6	51.9	27.4	9.8	1.7	196.0
2001	7.2	29.3	64.3	41.1	27.5	14.6	5.6	189.6
2002	9.9	43.8	75.1	58.4	36.0	11.3	4.8	239.3
2003	7.1	45.2	60.1	64.8	48.0	17.3	10.9	253.4
2004	1.7	51.4	60.4	46.1	47.3	25.3	5.0	237.2
2005	8.6	50.3	64.7	59.3	45.1	28.6	10.7	267.3
2006	0.4	7.7	16.4	11.8	1.8	0.0	0.0	38.0
2007	0.1	4.5	25.4	29.7	17.8	0.0	0.0	77.5
2008	0.0	8.9	30.0	45.6	25.4	1.4	0.0	111.4
2009	0.0	9.2	39.4	61.4	33.1	0.0	0.0	143.2
2010	0.0	10.2	45.1	70.0	32.5	3.4	0.0	161.2
2011	0.0	7.3	45.4	79.0	40.7	3.4	0.0	175.8
2012	2.7	20.3	67.9	51.9	21.3	0.0	0.0	164.1
2013	0.0	10.0	53.2	63.7	43.0	0.0	0.0	169.9
2014	0.0	5.9	45.9	65.2	36.6	5.3	0.0	158.9
2015	0.0	0.0	47.1	63.6	43.5	3.3	0.0	157.5
2016	0.0	4.3	50.1	73.8	27.6	6.0	0.0	161.7
2017	0.0	6.4	50.6	67.2	36.5	0.3	0.0	161.0
2018	6.1	37.8	63.6	48.2	37.5	15.9	4.4	213.5
2019	3.8	31.3	58.1	54.7	53.5	34.0	4.9	240.4
Average	1.8	15.6	35.2	36.9	23.8	7.0	2.2	122.5
Maximum	10.6	51.4	75.1	79.0	53.5	34.0	11.9	267.3
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.9	5.3	7.5	7.1	4.0	3.0	1.0	28.8
1977	1.6	10.0	16.1	11.0	12.6	7.4	3.0	61.6
1978	1.8	8.6	18.2	17.9	17.8	10.4	4.4	79.3
1979	3.2	19.5	29.2	30.8	21.8	15.3	6.7	126.6
1980	2.1	20.0	45.2	40.7	32.3	18.3	5.3	163.8
1981	8.6	30.9	58.8	44.7	24.3	18.4	5.8	191.5
1982	0.0	27.7	52.3	56.0	36.7	15.9	3.6	192.2
1983	0.0	22.2	41.4	70.9	63.9	28.4	9.5	236.3
1984	1.1	33.1	53.7	68.7	41.4	11.7	1.6	211.3
1985	0.0	17.7	59.6	58.9	44.0	0.0	0.0	180.2
1986	0.0	11.4	54.0	62.7	50.0	0.0	0.0	178.1
1987	0.0	14.6	59.3	75.9	40.7	1.8	0.0	192.2
1988	1.5	21.4	72.4	70.4	37.4	0.0	0.0	203.1
1989	5.1	38.5	68.6	57.2	23.4	0.0	0.0	192.9
1990	1.4	26.2	81.1	58.9	40.1	5.6	3.2	216.4
1991	3.8	35.2	66.0	61.3	44.1	17.7	6.1	234.2
1992	12.8	48.2	66.7	58.8	41.8	26.0	14.3	268.7
1993	11.0	46.8	81.9	66.3	36.5	34.7	9.9	287.0
1994	7.9	47.0	87.0	69.7	61.0	24.7	7.9	305.2
1995	1.0	28.0	53.7	62.8	59.4	19.3	9.6	233.7
1996	6.0	55.9	68.9	59.6	41.9	14.4	3.2	249.9
1997	1.5	21.1	59.1	70.8	40.1	6.9	2.2	201.7
1998	0.0	21.0	62.4	65.8	44.9	1.3	0.0	195.4
1999	0.0	9.0	45.8	83.5	37.1	7.8	1.8	185.1
2000	4.8	45.2	76.6	62.5	33.1	11.8	2.1	236.1
2001	8.7	35.2	77.5	49.5	33.1	17.6	6.8	228.4
2002	12.0	52.7	90.5	70.4	43.4	13.6	5.8	288.4
2003	8.6	54.5	72.4	78.1	57.8	20.8	13.2	305.4
2004	2.1	61.9	72.7	55.6	57.0	30.5	6.0	285.8
2005	10.4	60.7	77.9	71.4	54.4	34.4	12.9	322.1
2006	0.4	9.3	19.7	14.2	2.1	0.0	0.0	45.8
2007	0.1	5.4	30.6	35.8	21.5	0.0	0.0	93.4
2008	0.0	10.7	36.1	55.0	30.6	1.7	0.0	134.2
2009	0.0	11.1	47.5	74.0	39.9	0.0	0.0	172.5
2010	0.0	12.3	54.4	84.3	39.2	4.1	0.0	194.3
2011	0.0	8.8	54.6	95.2	49.0	4.1	0.0	211.8
2012	3.2	24.5	81.9	62.6	25.6	0.0	0.0	197.7
2013	0.0	12.0	64.1	76.8	51.8	0.0	0.0	204.7
2014	0.0	7.1	55.3	78.6	44.1	6.3	0.0	191.5
2015	0.0	0.0	56.7	76.6	52.4	4.0	0.0	189.8
2016	0.0	5.1	60.4	88.9	33.2	7.2	0.0	194.9
2017	0.0	7.7	60.9	81.0	44.0	0.4	0.0	194.0
2018	7.3	45.6	76.7	58.1	45.2	19.1	5.2	257.2
2019	4.6	37.8	70.0	65.9	64.5	41.0	5.9	289.6
Average	2.2	18.8	42.4	44.4	28.7	8.4	2.6	147.5
Maximum	12.8	61.9	90.5	95.2	64.5	41.0	14.3	322.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	10.0	57.9	109.8	97.8	87.5	26.8	4.5	394.3
1961	5.9	64.9	114.8	96.4	82.9	29.3	9.4	403.6
1962	13.4	65.5	101.1	80.1	81.5	30.1	15.6	387.2
1963	10.1	74.5	102.1	108.9	81.0	43.6	22.6	442.7
1964	4.5	71.6	104.1	117.0	75.2	35.0	17.3	424.8
1965	9.1	72.1	110.6	104.6	87.0	34.1	20.8	438.3
1966	17.6	99.2	127.6	108.1	79.5	54.9	21.5	508.4
1967	14.3	64.6	83.9	70.7	64.3	42.2	25.2	365.1
1968	7.0	69.0	106.4	62.0	55.0	44.0	23.4	366.9
1969	16.5	78.7	65.7	85.5	79.9	26.8	4.6	357.8
1970	7.9	74.1	90.4	77.0	84.6	32.0	6.5	372.5
1971	11.9	57.4	101.5	68.5	70.3	40.6	14.9	365.1
1972	12.1	70.7	103.7	70.9	70.4	45.5	13.9	387.3
1973	6.9	58.6	95.1	74.8	78.2	39.7	19.9	373.3
1974	14.5	85.8	101.3	61.6	70.3	41.8	20.5	395.7
1975	6.4	62.6	82.8	75.1	71.6	28.7	15.8	342.9
1976	8.5	51.3	72.1	69.0	38.7	28.6	9.3	277.6
1977	5.7	35.7	58.4	40.5	45.6	25.9	10.7	222.6
1978	2.8	13.1	29.3	30.8	29.2	16.1	6.6	128.0
1979	3.3	20.5	33.1	35.8	24.2	15.3	6.7	138.9
1980	2.1	20.7	51.0	48.2	36.6	18.5	5.3	182.4
1981	9.3	34.1	68.2	51.5	25.0	18.4	5.8	212.4
1982	0.0	28.8	58.8	67.3	41.5	15.9	3.6	216.0
1983	0.0	22.8	45.8	85.0	73.2	30.1	9.5	266.4
1984	1.1	36.1	61.5	80.6	47.4	11.8	1.6	240.1
1985	0.0	20.5	69.2	68.3	51.1	0.0	0.0	209.0
1986	0.0	13.1	61.9	71.9	57.3	0.0	0.0	204.1
1987	0.0	16.5	67.1	85.9	46.1	2.0	0.0	217.6
1988	1.7	23.9	81.0	78.7	41.8	0.0	0.0	227.1
1989	6.0	43.9	74.3	62.1	29.0	2.7	1.1	219.0
1990	1.7	29.1	86.4	62.4	43.6	6.9	4.0	234.2
1991	4.1	37.3	68.9	63.6	46.1	19.1	6.6	245.8
1992	13.1	49.3	68.0	60.0	42.9	26.7	14.7	274.6
1993	11.0	46.8	81.9	66.3	36.5	34.7	9.9	287.0
1994	7.9	47.0	87.0	69.7	61.0	24.7	7.9	305.2
1995	1.0	28.0	53.7	62.8	59.4	19.3	9.6	233.7
1996	6.0	55.9	68.9	59.6	41.9	14.4	3.2	249.9
1997	1.5	21.1	59.1	70.8	40.1	6.9	2.2	201.7
1998	0.0	21.0	62.4	65.8	44.9	1.3	0.0	195.4
1999	0.0	9.0	45.8	83.5	37.1	7.8	1.8	185.1
2000	4.8	45.2	76.6	62.5	33.1	11.8	2.1	236.1
2001	8.7	35.2	77.5	49.5	33.1	17.6	6.8	228.4
2002	12.0	52.7	90.5	70.4	43.4	13.6	5.8	288.4
2003	8.6	54.5	72.4	78.1	57.8	20.8	13.2	305.4
2004	2.1	61.9	72.7	55.6	57.0	30.5	6.0	285.8
2005	10.4	60.7	77.9	71.4	54.4	34.4	12.9	322.1
2006	0.4	9.3	19.7	14.2	2.1	0.0	0.0	45.8
2007	0.1	5.4	30.6	35.8	21.5	0.0	0.0	93.4
2008	0.0	10.7	36.1	55.0	30.6	1.7	0.0	134.2
2009	0.0	11.1	47.5	74.0	39.9	0.0	0.0	172.5
2010	0.0	12.3	54.4	84.3	39.2	4.1	0.0	194.3
2011	0.0	8.8	54.6	95.2	49.0	4.1	0.0	211.8
2012	3.2	24.5	81.9	62.6	25.6	0.0	0.0	197.7
2013	0.0	12.0	64.1	76.8	51.8	0.0	0.0	204.7
2014	0.0	7.1	55.3	78.6	44.1	6.3	0.0	191.5
2015	0.0	0.0	56.7	76.6	52.4	4.0	0.0	189.8
2016	0.0	5.1	60.4	88.9	33.2	7.2	0.0	194.9
2017	0.0	7.7	60.9	81.0	44.0	0.4	0.0	194.0
2018	7.3	45.6	76.7	58.1	45.2	19.1	5.2	257.2
2019	4.6	37.8	70.0	65.9	64.5	41.0	5.9	289.6
Average	5.3	39.3	72.5	70.6	51.4	19.3	7.2	265.6
Maximum	17.6	99.2	127.6	117.0	87.5	54.9	25.2	508.4
Minimum	0.0	0.0	19.7	14.2	2.1	0.0	0.0	45.8

Year	Total Diversion Requirement Supplied by Surface Water							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	10.0	57.9	109.8	85.9	57.1	25.1	0.0	345.7
1961	0.0	64.9	73.3	68.1	42.0	20.0	0.0	268.3
1962	13.4	65.5	101.1	80.1	81.5	30.1	7.0	378.6
1963	10.1	41.7	41.0	54.8	18.0	1.4	0.0	166.9
1964	4.5	64.8	34.8	43.8	31.3	10.1	5.6	194.9
1965	6.5	72.1	110.6	104.6	87.0	34.1	20.8	435.7
1966	17.6	99.2	93.4	69.9	59.6	35.7	0.3	375.7
1967	14.3	41.2	48.6	58.2	46.6	28.1	7.2	244.3
1968	7.0	69.0	106.4	62.0	55.0	40.4	0.0	339.8
1969	16.5	78.7	65.7	85.5	47.3	19.7	3.6	317.2
1970	0.0	74.1	90.4	77.0	84.6	0.0	0.0	326.1
1971	11.9	37.0	37.9	30.7	16.8	11.6	0.0	145.8
1972	12.1	39.1	46.4	51.0	48.1	0.0	8.7	205.4
1973	4.9	58.6	95.1	74.8	78.2	13.7	0.0	325.3
1974	8.7	57.5	71.1	61.6	40.6	6.4	0.0	246.0
1975	6.4	62.6	82.8	75.1	71.6	16.8	0.0	315.3
1976	8.5	51.3	72.1	69.0	38.7	4.0	0.0	243.7
1977	5.7	35.7	51.5	40.5	21.1	23.0	8.3	185.7
1978	2.8	13.1	29.3	30.0	8.6	0.0	0.0	83.8
1979	3.3	20.5	33.1	35.8	24.2	15.3	0.0	132.1
1980	2.1	20.7	51.0	48.2	36.6	5.5	0.9	165.0
1981	9.3	33.3	33.4	36.8	25.0	18.4	0.0	156.2
1982	0.0	28.8	58.8	67.3	41.5	15.9	3.6	216.0
1983	0.0	22.8	45.8	85.0	65.8	26.7	9.5	255.7
1984	1.1	36.1	61.5	80.6	47.4	11.8	1.6	240.1
1985	0.0	20.5	69.2	68.3	51.1	0.0	0.0	209.0
1986	0.0	13.1	61.9	71.9	56.4	0.0	0.0	203.2
1987	0.0	16.5	67.1	85.9	46.1	2.0	0.0	217.6
1988	1.7	23.9	81.0	78.7	0.0	0.0	0.0	185.3
1989	6.0	43.9	60.1	62.1	29.0	2.7	1.1	204.8
1990	1.7	29.1	46.6	57.1	28.0	6.8	4.0	173.3
1991	4.1	37.3	68.9	63.6	46.1	19.1	6.6	245.8
1992	13.1	49.3	68.0	60.0	42.9	0.5	14.7	248.4
1993	11.0	46.8	81.9	66.3	27.3	0.0	9.9	243.2
1994	7.9	47.0	87.0	69.7	61.0	24.7	7.9	305.2
1995	1.0	28.0	53.7	62.8	59.4	19.3	9.6	233.7
1996	6.0	55.9	68.9	59.6	41.9	14.4	3.2	249.9
1997	1.5	21.1	59.1	70.8	40.1	6.9	2.2	201.7
1998	0.0	21.0	62.4	65.8	44.9	1.3	0.0	195.4
1999	0.0	9.0	45.8	83.5	37.1	7.8	1.8	185.1
2000	4.8	45.2	76.6	62.5	33.1	11.8	2.1	236.1
2001	8.7	35.2	77.5	49.5	33.1	17.6	6.8	228.4
2002	12.0	52.7	81.6	57.9	0.0	0.0	5.8	210.0
2003	8.6	54.5	72.4	78.1	57.8	20.8	13.2	305.4
2004	2.1	61.9	72.7	55.6	57.0	30.5	6.0	285.8
2005	10.4	60.7	77.9	71.4	54.4	30.4	12.9	318.1
2006	0.4	9.3	19.7	14.2	2.1	0.0	0.0	45.8
2007	0.1	5.4	30.6	35.8	21.5	0.0	0.0	93.4
2008	0.0	10.7	36.1	55.0	30.6	1.7	0.0	134.2
2009	0.0	11.1	47.5	74.0	39.9	0.0	0.0	172.5
2010	0.0	12.3	54.4	84.3	39.2	4.1	0.0	194.3
2011	0.0	8.8	54.6	95.2	35.2	4.1	0.0	198.0
2012	3.2	24.5	67.5	62.6	25.6	0.0	0.0	183.3
2013	0.0	12.0	46.4	50.0	36.8	0.0	0.0	145.3
2014	0.0	7.1	55.3	78.6	44.1	6.3	0.0	191.5
2015	0.0	0.0	56.7	76.6	52.4	4.0	0.0	189.8
2016	0.0	5.1	60.4	88.9	33.2	7.2	0.0	194.9
2017	0.0	7.7	60.9	81.0	44.0	0.4	0.0	194.0
2018	7.3	45.6	76.7	58.1	45.2	19.1	5.2	257.2
2019	4.6	37.8	70.0	65.9	64.5	41.0	5.9	289.6
Average	4.9	36.9	63.7	65.0	42.3	12.0	3.3	228.0
Maximum	17.6	99.2	110.6	104.6	87.0	41.0	20.8	435.7
Minimum	0.0	0.0	19.7	14.2	0.0	0.0	0.0	45.8

Diversion Not Supplied By Surface Water								Metered
April	May	June	July	August	September	October	Total	2005021
Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
0.0	0.0	0.0	11.9	30.5	1.8	4.5	48.6	
5.9	0.0	41.5	28.3	40.8	9.3	9.4	135.3	
0.0	0.0	0.0	0.0	0.0	0.0	8.6	8.6	
0.0	32.8	61.1	54.1	63.0	42.2	22.6	275.8	
0.0	6.8	69.3	73.2	43.9	25.0	11.7	229.9	
2.5	0.0	0.0	0.0	0.0	0.0	0.0	2.5	
0.0	0.0	34.3	38.2	19.9	19.2	21.1	132.7	
0.0	23.4	35.3	12.5	17.7	14.0	17.9	120.8	
0.0	0.0	0.0	0.0	0.0	3.6	23.4	27.0	
0.0	0.0	0.0	0.0	32.6	7.0	1.0	40.6	
7.9	0.0	0.0	0.0	0.0	32.0	6.5	46.3	
0.0	20.4	63.6	37.9	53.5	29.1	14.9	219.3	
0.0	31.6	57.4	19.9	22.3	45.5	5.2	181.9	
2.0	0.0	0.0	0.0	0.0	26.1	19.9	48.0	
5.7	28.3	30.2	0.0	29.7	35.3	20.5	149.7	
0.0	0.0	0.0	0.0	0.0	11.9	15.8	27.7	
0.0	0.0	0.0	0.0	0.0	24.6	9.3	33.9	
0.0	0.0	7.0	0.0	24.5	3.0	2.4	36.9	
0.0	0.0	0.0	0.8	20.6	16.1	6.6	44.2	
0.0	0.0	0.0	0.0	0.0	0.0	6.7	6.7	
0.0	0.0	0.0	0.0	0.0	13.0	4.4	17.3	
0.0	0.8	34.8	14.7	0.0	0.0	5.8	56.1	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	7.4	3.4	0.0	10.7	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	41.8	0.0	0.0	41.8	
0.0	0.0	14.2	0.0	0.0	0.0	0.0	14.2	
0.0	0.0	39.8	5.3	15.7	0.1	0.0	60.9	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	26.2	0.0	26.2	
0.0	0.0	0.0	0.0	9.1	34.7	0.0	43.8	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	8.9	12.5	43.4	13.6	0.0	78.4	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	4.0	0.0	4.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.6
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.2
0.0	0.0	0.0	0.0	13.8	0.0	0.0	13.8	35.0
0.0	0.0	14.4	0.0	0.0	0.0	0.0	14.4	31.5
0.0	0.0	17.7	26.7	15.0	0.0	0.0	59.4	83.3
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.2
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.8
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.4	2.4	8.8	5.6	9.1	7.3	4.0	37.6	17.0
7.9	32.8	69.3	73.2	63.0	45.5	23.4	275.8	83.3
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Surface Water Remaining							
SW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	14.0	45.2	4.1	0.0	0.0	0.0	0.0	63.3
1961	0.0	39.2	0.0	0.0	0.0	0.0	0.0	39.2
1962	34.9	105.3	39.1	35.1	51.4	21.4	0.0	287.1
1963	13.5	0.0	0.0	0.0	0.0	0.0	0.0	13.5
1964	5.7	0.0	0.0	0.0	0.0	0.0	0.0	5.7
1965	0.0	22.5	52.5	54.2	11.4	2.2	0.3	143.1
1966	29.8	66.0	0.0	0.0	0.0	0.0	0.0	95.8
1967	10.9	0.0	0.0	0.0	0.0	0.0	0.0	10.9
1968	14.3	35.7	35.0	17.8	7.2	0.0	0.0	110.0
1969	61.1	19.1	45.4	23.1	0.0	0.0	0.0	148.7
1970	0.0	41.3	19.8	64.2	22.6	0.0	0.0	148.0
1971	21.1	0.0	0.0	0.0	0.0	0.0	0.0	21.1
1972	24.4	0.0	0.0	0.0	0.0	0.0	0.0	24.4
1973	0.0	30.6	38.0	55.0	19.6	0.0	0.0	143.2
1974	0.0	0.0	0.0	25.3	0.0	0.0	0.0	25.3
1975	1.2	32.3	57.0	56.6	9.1	0.0	0.0	156.1
1976	22.6	29.3	72.2	42.8	5.1	0.0	0.0	171.9
1977	11.4	2.0	0.0	3.3	0.0	0.0	0.0	16.7
1978	16.5	16.7	21.0	0.0	0.0	0.0	0.0	54.2
1979	14.1	52.2	142.6	116.7	49.9	6.6	0.0	382.1
1980	20.9	33.6	130.9	67.6	2.1	0.0	0.0	255.1
1981	2.1	0.0	0.0	0.0	5.5	0.8	0.0	8.5
1982	26.5	19.5	56.8	29.0	17.5	3.1	17.7	170.2
1983	48.2	92.7	105.2	98.5	0.0	0.0	14.6	359.2
1984	28.7	159.8	54.1	42.0	33.8	54.9	44.6	418.0
1985	76.7	55.8	191.7	68.1	14.5	41.1	7.4	455.4
1986	73.2	87.8	142.9	23.6	0.0	18.2	9.5	355.3
1987	29.2	110.7	125.9	165.6	15.6	28.3	18.0	493.3
1988	11.3	13.4	5.0	3.1	0.0	29.9	0.0	62.8
1989	42.4	5.9	0.0	39.9	8.3	7.1	27.0	130.5
1990	20.9	20.9	0.0	0.0	0.0	0.0	29.7	71.5
1991	26.8	132.3	37.9	39.4	7.2	45.1	38.5	327.2
1992	0.5	3.9	8.4	42.0	1.3	0.0	25.2	81.5
1993	51.6	233.4	428.1	384.4	0.0	0.0	46.5	1143.9
1994	49.5	192.4	323.2	399.7	200.0	110.3	104.4	1379.4
1995	54.3	256.4	465.9	504.3	378.5	124.9	105.3	1889.6
1996	96.4	129.8	126.5	155.3	112.4	63.9	27.7	712.0
1997	68.4	210.0	398.0	426.6	91.2	96.1	44.3	1334.6
1998	25.6	274.9	407.0	298.7	98.1	80.5	63.0	1247.8
1999	91.1	182.3	371.0	294.0	155.1	152.4	152.5	1398.4
2000	47.4	129.0	144.0	159.1	68.9	24.4	61.4	634.1
2001	30.3	335.3	161.8	198.5	170.9	51.7	26.9	975.4
2002	32.4	86.5	0.0	0.0	0.0	0.0	11.9	130.8
2003	36.2	35.4	35.9	81.7	2.4	32.3	38.0	262.0
2004	16.1	76.7	90.1	206.6	11.1	41.8	56.0	498.3
2005	49.4	132.9	177.2	213.8	68.1	0.0	30.5	672.0
2006	45.7	37.3	70.1	112.7	56.8	42.8	54.3	419.6
2007	39.6	135.3	140.0	202.8	126.9	76.8	56.4	777.9
2008	66.5	138.0	207.8	175.0	104.4	51.9	50.8	794.4
2009	51.6	342.0	148.5	140.0	169.6	77.8	34.3	963.9
2010	35.1	146.9	114.0	40.6	47.3	38.0	23.7	445.6
2011	37.1	53.2	33.5	13.3	0.0	27.3	46.1	210.5
2012	53.4	46.1	0.0	15.1	74.7	31.5	0.0	220.8
2013	38.4	52.9	0.0	0.0	0.0	70.0	50.8	212.2
2014	59.0	102.9	83.1	4.5	36.3	29.9	50.4	366.0
2015	51.5	71.3	31.3	4.9	33.5	23.3	29.4	245.1
2016	62.6	94.1	119.6	44.6	59.6	47.9	54.7	483.2
2017	86.5	116.0	143.1	84.4	46.7	120.1	71.8	668.6
2018	65.6	57.0	46.2	74.0	24.1	1.7	11.4	280.0
2019	58.2	71.2	223.2	151.4	73.0	59.1	76.1	712.3
Average	35.0	83.5	97.9	91.7	41.5	28.9	26.9	405.5
Maximum	96.4	342.0	465.9	504.3	378.5	152.4	152.5	1889.6
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.7

Year	Alfalfa		Small Grain		Total	
NE 14	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	0.0	0.0	48.2	0.0	48.2	0.0
1961	8.4	0.0	40.2	0.0	48.6	0.0
1962	16.9	0.0	32.1	0.0	49.0	0.0
1963	25.3	0.0	24.1	0.0	49.4	0.0
1964	33.7	0.0	16.1	0.0	49.8	0.0
1965	42.2	0.0	8.0	0.0	50.2	0.0
1966	50.6	0.0	0.0	0.0	50.6	0.0
1967	50.2	0.4	0.0	0.0	50.2	0.4
1968	49.8	0.8	0.0	0.0	49.8	0.8
1969	49.4	1.2	0.0	0.0	49.4	1.2
1970	49.0	1.6	0.0	0.0	49.0	1.6
1971	48.7	1.9	0.0	0.0	48.7	1.9
1972	48.3	2.3	0.0	0.0	48.3	2.3
1973	47.9	2.7	0.0	0.0	47.9	2.7
1974	47.5	3.1	0.0	0.0	47.5	3.1
1975	47.1	3.5	0.0	0.0	47.1	3.5
1976	44.8	2.3	0.0	1.2	44.8	3.5
1977	42.6	1.2	0.0	2.3	42.6	3.5
1978	40.3	0.0	0.0	3.5	40.3	3.5
1979	32.2	0.7	8.1	2.8	40.3	3.5
1980	24.2	1.4	16.1	2.1	40.3	3.5
1981	16.1	2.1	24.2	1.4	40.3	3.5
1982	8.1	2.8	32.2	0.7	40.3	3.5
1983	0.0	3.5	40.3	0.0	40.3	3.5
1984	9.9	0.0	20.2	0.0	30.0	0.0
1985	19.7	0.0	0.0	0.0	19.7	0.0
1986	13.1	0.0	0.0	15.3	13.1	15.3
1987	6.6	0.0	0.0	30.6	6.6	30.6
1988	0.0	0.0	0.0	45.9	0.0	45.9
1989	0.0	0.0	0.0	49.9	0.0	49.9
1990	0.0	0.0	0.0	49.9	0.0	49.9
1991	0.0	0.0	0.0	49.9	0.0	49.9
1992	0.0	0.0	0.0	49.9	0.0	49.9
1993	0.0	0.0	0.0	49.9	0.0	49.9
1994	0.0	0.0	0.0	49.9	0.0	49.9
1995	0.0	0.0	0.0	49.9	0.0	49.9
1996	0.0	0.0	0.0	49.9	0.0	49.9
1997	0.0	0.0	0.0	49.9	0.0	49.9
1998	0.0	0.0	0.0	49.9	0.0	49.9
1999	0.0	2.7	0.0	46.7	0.0	49.3
2000	0.0	5.3	0.0	43.4	0.0	48.8
2001	0.0	8.0	0.0	40.2	0.0	48.2
2002	0.0	10.7	0.0	36.9	0.0	47.6
2003	0.0	13.4	0.0	33.7	0.0	47.0
2004	0.0	16.0	0.0	30.4	0.0	46.5
2005	0.0	18.7	0.0	27.2	0.0	45.9
2006	0.0	20.8	0.0	25.1	0.0	45.9
2007	0.0	23.0	0.0	23.0	0.0	45.9
2008	0.0	25.1	0.0	20.8	0.0	45.9
2009	0.0	27.2	0.0	18.7	0.0	45.9
2010	0.0	27.2	0.0	18.7	0.0	45.9
2011	0.0	27.2	0.0	18.7	0.0	45.9
2012	0.0	23.0	0.0	23.0	0.0	45.9
2013	0.0	18.7	0.0	27.2	0.0	45.9
2014	0.0	18.7	0.0	27.2	0.0	45.9
2015	0.0	18.7	0.0	27.2	0.0	45.9
2016	0.0	18.7	0.0	27.2	0.0	45.9
2017	0.0	18.7	0.0	27.2	0.0	45.9
2018	0.0	9.4	0.0	36.6	0.0	45.9
2019	0.0	0.0	0.0	45.9	0.0	45.9
Average	14.5	6.4	5.2	20.5	19.7	26.9
Maximum	50.6	27.2	48.2	49.9	50.6	49.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0
Average %	74%	24%	26%	76%		
	Alfalfa		Small Grain			
Average %	45%		55%			

Year	Flood IWR							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.3	5.9	18.9	19.1	13.7	0.0	0.0	57.8
1961	0.4	8.2	20.4	19.8	14.4	2.0	0.6	65.9
1962	1.9	10.8	19.4	15.6	13.8	3.6	1.8	67.0
1963	1.7	13.7	20.1	22.0	15.6	7.3	3.8	84.2
1964	0.9	14.9	21.4	23.9	15.6	7.4	3.6	87.7
1965	2.2	16.6	23.6	21.7	19.2	8.5	5.2	97.0
1966	4.5	23.9	27.5	23.3	20.1	15.6	6.1	121.0
1967	4.1	18.2	23.7	20.0	18.2	11.9	7.1	103.2
1968	2.0	19.5	30.0	17.5	15.5	12.4	6.6	103.5
1969	4.6	22.2	18.5	24.1	22.5	7.5	1.3	100.7
1970	2.2	20.8	25.4	21.6	23.8	9.0	1.8	104.6
1971	3.3	16.1	28.4	19.2	19.7	11.4	4.2	102.3
1972	3.4	19.8	29.0	19.8	19.7	12.7	3.9	108.3
1973	1.9	16.3	26.5	20.9	21.8	11.1	5.6	104.1
1974	4.0	23.9	28.2	17.1	19.6	11.6	5.7	110.1
1975	1.8	17.4	23.0	20.8	19.9	8.0	4.4	95.2
1976	2.8	17.0	23.7	22.7	12.9	9.5	3.1	91.7
1977	2.4	15.1	24.2	16.6	19.0	11.1	4.6	93.0
1978	1.8	8.2	17.3	17.1	17.0	9.9	4.2	75.5
1979	1.9	11.7	18.2	19.5	13.5	8.9	3.9	77.7
1980	0.7	7.6	20.3	20.0	14.6	6.6	1.9	71.7
1981	2.5	9.6	22.0	16.4	5.6	3.7	1.2	60.8
1982	0.0	3.9	13.6	20.4	9.8	1.4	0.3	49.4
1983	0.0	1.0	7.2	22.8	15.1	2.7	0.0	48.9
1984	0.2	6.3	10.5	13.6	8.1	2.2	0.3	41.2
1985	0.8	6.8	9.6	6.7	7.8	3.1	1.1	35.8
1986	0.3	3.9	6.2	4.2	5.3	2.0	0.5	22.4
1987	0.3	2.1	3.3	2.8	2.3	1.5	0.7	13.2
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	0.9	6.0	9.3	8.5	7.1	3.4	1.4	36.6
Maximum	4.6	23.9	30.0	24.1	23.8	15.6	7.1	121.0
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.5	9.9	31.4	31.8	22.8	0.0	0.0	96.4
1961	0.7	13.7	34.0	33.0	24.0	3.4	1.0	109.9
1962	3.2	18.0	32.4	26.0	23.1	6.0	3.1	111.6
1963	2.9	22.8	33.5	36.7	26.0	12.2	6.3	140.4
1964	1.6	24.8	35.6	39.9	26.0	12.3	6.1	146.2
1965	3.7	27.7	39.3	36.2	32.0	14.1	8.6	161.7
1966	7.6	39.9	45.8	38.8	33.6	25.9	10.1	201.7
1967	6.8	30.4	39.5	33.3	30.3	19.9	11.9	172.0
1968	3.3	32.4	50.0	29.1	25.9	20.7	11.0	172.4
1969	7.7	36.9	30.8	40.1	37.5	12.6	2.2	167.8
1970	3.7	34.7	42.3	36.0	39.6	15.0	3.0	174.3
1971	5.5	26.8	47.4	32.0	32.8	19.0	6.9	170.5
1972	5.6	32.9	48.3	33.0	32.8	21.2	6.5	180.4
1973	3.2	27.2	44.2	34.8	36.4	18.5	9.3	173.5
1974	6.7	39.8	47.0	28.6	32.6	19.4	9.5	183.5
1975	3.0	29.0	38.3	34.7	33.1	13.3	7.3	158.7
1976	4.7	28.3	39.5	37.8	21.4	15.9	5.2	152.9
1977	4.0	25.1	40.4	27.7	31.6	18.5	7.7	155.0
1978	2.9	13.7	28.9	28.5	28.3	16.5	7.0	125.9
1979	3.2	19.5	30.4	32.5	22.4	14.9	6.6	129.4
1980	1.2	12.7	33.9	33.3	24.3	11.0	3.1	119.5
1981	4.1	16.0	36.6	27.3	9.4	6.1	1.9	101.4
1982	0.0	6.5	22.6	34.0	16.4	2.4	0.5	82.4
1983	0.0	1.7	12.1	38.0	25.1	4.5	0.0	81.5
1984	0.3	10.6	17.5	22.6	13.5	3.6	0.5	68.6
1985	1.4	11.4	15.9	11.2	12.9	5.1	1.8	59.7
1986	0.5	6.6	10.3	7.0	8.8	3.3	0.8	37.3
1987	0.5	3.5	5.5	4.7	3.9	2.6	1.2	22.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	1.5	10.0	15.6	14.1	11.8	5.6	2.3	60.9
Maximum	7.7	39.9	50.0	40.1	39.6	25.9	11.9	201.7
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.1	0.2	0.2	0.1	0.1	0.1	0.8
1968	0.0	0.3	0.5	0.3	0.2	0.2	0.1	1.6
1969	0.1	0.5	0.4	0.6	0.5	0.2	0.0	2.4
1970	0.1	0.7	0.8	0.7	0.8	0.3	0.1	3.3
1971	0.1	0.6	1.1	0.8	0.8	0.5	0.2	4.1
1972	0.2	1.0	1.4	1.0	1.0	0.6	0.2	5.2
1973	0.1	0.9	1.5	1.2	1.2	0.6	0.3	5.9
1974	0.3	1.6	1.8	1.1	1.3	0.8	0.4	7.2
1975	0.1	1.3	1.7	1.5	1.5	0.6	0.3	7.1
1976	0.2	1.1	1.8	1.7	0.8	0.5	0.2	6.2
1977	0.1	0.7	1.7	1.5	1.3	0.3	0.1	5.7
1978	0.0	0.0	1.0	2.0	1.2	0.2	0.0	4.4
1979	0.1	0.5	1.4	1.7	0.9	0.2	0.1	4.8
1980	0.0	0.5	1.7	1.8	1.2	0.4	0.1	5.7
1981	0.3	0.9	1.9	1.4	0.7	0.5	0.2	5.8
1982	0.0	0.8	1.5	1.5	1.0	0.5	0.1	5.4
1983	0.0	0.7	1.1	1.5	1.6	0.8	0.3	6.1
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	1.1	5.3	6.2	4.9	0.0	0.0	17.5
1987	0.0	2.9	11.7	15.0	8.0	0.4	0.0	37.9
1988	0.5	6.3	21.4	20.8	11.0	0.0	0.0	60.0
1989	1.6	12.4	22.0	18.4	7.5	0.0	0.0	62.0
1990	0.0	5.9	25.0	18.8	10.6	0.0	0.0	60.4
1991	0.2	5.0	18.6	20.7	11.4	0.0	0.0	56.0
1992	2.2	9.5	20.8	17.4	2.3	0.0	0.0	52.3
1993	0.6	4.6	23.1	20.2	3.0	0.0	0.0	51.6
1994	0.3	6.3	25.0	21.5	10.6	0.0	0.0	63.8
1995	0.0	2.3	13.5	23.5	16.4	0.4	0.0	56.1
1996	0.7	12.3	21.0	18.5	8.5	0.0	0.0	61.1
1997	0.1	4.2	17.8	23.4	11.9	0.0	0.0	57.4
1998	0.0	6.7	20.1	21.1	14.4	0.4	0.0	62.8
1999	0.0	2.0	13.9	27.1	11.4	1.7	0.2	56.4
2000	1.1	12.3	23.7	19.3	8.1	1.4	0.3	66.2
2001	1.9	8.6	23.6	15.0	7.0	2.1	0.8	59.0
2002	3.0	13.8	27.6	20.7	7.3	1.6	0.7	74.7
2003	1.4	11.6	20.6	23.4	13.6	2.5	1.6	74.7
2004	0.3	12.6	20.2	16.4	12.9	3.7	0.7	66.7
2005	1.5	11.5	21.2	20.8	11.4	4.1	1.6	72.0
2006	1.4	14.8	23.9	17.4	8.1	3.9	0.6	70.0
2007	1.0	8.4	20.3	20.6	15.8	5.4	2.2	73.7
2008	0.5	10.4	17.5	18.9	13.9	5.7	1.5	68.6
2009	0.6	10.4	16.9	20.2	14.2	5.1	0.3	67.8
2010	0.9	10.0	20.2	21.4	13.8	7.3	2.2	75.7
2011	0.9	8.8	20.5	23.9	17.0	6.0	1.9	79.0
2012	2.4	11.6	25.3	19.2	13.2	3.8	1.8	77.2
2013	0.6	7.9	21.3	20.6	16.7	3.9	1.7	72.6
2014	0.0	6.3	19.1	20.5	14.4	6.0	1.6	67.9
2015	0.4	3.7	19.5	20.2	16.9	5.5	2.0	68.1
2016	0.0	5.5	21.0	23.4	11.1	6.0	2.2	69.2
2017	0.2	6.5	21.1	21.5	14.5	3.3	0.9	68.0
2018	1.3	10.4	21.7	16.9	10.6	2.3	0.6	63.8
2019	0.0	1.2	14.0	25.8	15.4	2.1	0.0	58.5
Average	0.5	4.7	11.7	11.7	6.7	1.5	0.5	37.2
Maximum	3.0	14.8	27.6	27.1	17.0	7.3	2.2	79.0
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.2	0.2	0.2	0.2	0.1	0.1	1.0
1968	0.0	0.4	0.6	0.3	0.3	0.2	0.1	1.9
1969	0.1	0.6	0.5	0.7	0.6	0.2	0.0	2.9
1970	0.1	0.8	1.0	0.8	0.9	0.3	0.1	4.0
1971	0.2	0.8	1.4	0.9	0.9	0.5	0.2	4.9
1972	0.2	1.2	1.7	1.2	1.1	0.7	0.2	6.3
1973	0.1	1.1	1.8	1.4	1.5	0.8	0.4	7.1
1974	0.3	1.9	2.2	1.4	1.5	0.9	0.5	8.7
1975	0.2	1.6	2.1	1.9	1.8	0.7	0.4	8.5
1976	0.2	1.3	2.1	2.1	0.9	0.6	0.2	7.4
1977	0.1	0.8	2.1	1.8	1.5	0.4	0.2	6.8
1978	0.0	0.0	1.2	2.4	1.5	0.2	0.0	5.3
1979	0.1	0.6	1.7	2.1	1.1	0.2	0.1	5.8
1980	0.1	0.6	2.0	2.2	1.4	0.5	0.1	6.9
1981	0.3	1.1	2.3	1.7	0.8	0.6	0.2	7.0
1982	0.0	1.0	1.8	1.8	1.2	0.6	0.1	6.5
1983	0.0	0.8	1.3	1.9	1.9	1.0	0.4	7.3
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	1.4	6.4	7.4	5.9	0.0	0.0	21.1
1987	0.0	3.5	14.1	18.0	9.7	0.4	0.0	45.6
1988	0.5	7.6	25.8	25.1	13.3	0.0	0.0	72.3
1989	2.0	14.9	26.6	22.1	9.1	0.0	0.0	74.7
1990	0.0	7.1	30.2	22.6	12.8	0.0	0.0	72.7
1991	0.2	6.0	22.4	24.9	13.8	0.0	0.0	67.4
1992	2.7	11.5	25.1	21.0	2.8	0.0	0.0	63.1
1993	0.7	5.6	27.8	24.4	3.6	0.0	0.0	62.2
1994	0.3	7.6	30.2	25.9	12.8	0.0	0.0	76.8
1995	0.0	2.8	16.2	28.3	19.8	0.4	0.0	67.6
1996	0.8	14.9	25.3	22.3	10.3	0.0	0.0	73.6
1997	0.1	5.1	21.5	28.1	14.3	0.0	0.0	69.2
1998	0.0	8.1	24.2	25.5	17.4	0.5	0.0	75.6
1999	0.0	2.4	16.8	32.7	13.8	2.1	0.3	68.0
2000	1.3	14.8	28.5	23.3	9.8	1.7	0.3	79.8
2001	2.3	10.4	28.5	18.0	8.4	2.5	1.0	71.1
2002	3.6	16.6	33.3	24.9	8.8	2.0	0.8	90.0
2003	1.7	14.0	24.8	28.2	16.4	3.0	1.9	90.0
2004	0.3	15.1	24.3	19.8	15.6	4.4	0.9	80.4
2005	1.8	13.8	25.5	25.0	13.8	5.0	1.9	86.8
2006	1.7	17.8	28.7	21.0	9.8	4.7	0.7	84.4
2007	1.2	10.1	24.5	24.9	19.1	6.4	2.6	88.8
2008	0.6	12.5	21.1	22.8	16.8	6.9	1.8	82.6
2009	0.8	12.5	20.3	24.4	17.2	6.1	0.4	81.7
2010	1.1	12.1	24.3	25.8	16.6	8.8	2.6	91.2
2011	1.1	10.6	24.7	28.9	20.5	7.2	2.3	95.2
2012	2.8	13.9	30.5	23.1	15.9	4.6	2.2	93.0
2013	0.7	9.5	25.7	24.8	20.1	4.7	2.1	87.5
2014	0.0	7.6	23.0	24.7	17.3	7.2	1.9	81.7
2015	0.4	4.4	23.5	24.3	20.4	6.7	2.4	82.1
2016	0.0	6.6	25.3	28.2	13.4	7.2	2.6	83.4
2017	0.2	7.8	25.4	25.9	17.4	4.0	1.1	82.0
2018	1.6	12.5	26.2	20.3	12.7	2.8	0.8	76.9
2019	0.0	1.5	16.9	31.0	18.5	2.6	0.0	70.5
Average	0.5	5.6	14.1	14.0	8.1	1.8	0.6	44.8
Maximum	3.6	17.8	33.3	32.7	20.5	8.8	2.6	95.2
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.5	9.9	31.4	31.8	22.8	0.0	0.0	96.4
1961	0.7	13.7	34.0	33.0	24.0	3.4	1.0	109.9
1962	3.2	18.0	32.4	26.0	23.1	6.0	3.1	111.6
1963	2.9	22.8	33.5	36.7	26.0	12.2	6.3	140.4
1964	1.6	24.8	35.6	39.9	26.0	12.3	6.1	146.2
1965	3.7	27.7	39.3	36.2	32.0	14.1	8.6	161.7
1966	7.6	39.9	45.8	38.8	33.6	25.9	10.1	201.7
1967	6.8	30.6	39.7	33.5	30.4	20.0	11.9	172.9
1968	3.3	32.8	50.6	29.5	26.2	20.9	11.1	174.4
1969	7.9	37.6	31.3	40.8	38.1	12.8	2.2	170.7
1970	3.8	35.5	43.3	36.9	40.5	15.3	3.1	178.3
1971	5.7	27.6	48.7	32.9	33.8	19.5	7.2	175.4
1972	5.8	34.1	50.0	34.2	34.0	22.0	6.7	186.7
1973	3.4	28.3	46.0	36.2	37.9	19.2	9.7	180.7
1974	7.0	41.7	49.2	29.9	34.2	20.3	10.0	192.2
1975	3.1	30.5	40.4	36.6	34.9	14.0	7.7	167.2
1976	4.9	29.6	41.7	39.9	22.4	16.5	5.4	160.3
1977	4.1	26.0	42.5	29.4	33.2	18.9	7.8	161.9
1978	2.9	13.8	30.1	30.9	29.8	16.8	7.0	131.2
1979	3.2	20.1	32.1	34.6	23.5	15.2	6.7	135.3
1980	1.3	13.3	35.9	35.4	25.7	11.5	3.3	126.4
1981	4.4	17.2	38.9	29.0	10.2	6.7	2.1	108.4
1982	0.0	7.5	24.4	35.8	17.6	3.0	0.7	88.9
1983	0.0	2.5	13.4	39.9	27.0	5.5	0.4	88.8
1984	0.3	10.6	17.5	22.6	13.5	3.6	0.5	68.6
1985	1.4	11.4	15.9	11.2	12.9	5.1	1.8	59.7
1986	0.5	7.9	16.7	14.4	14.7	3.3	0.8	58.4
1987	0.5	7.0	19.6	22.7	13.6	3.0	1.2	67.6
1988	0.5	7.6	25.8	25.1	13.3	0.0	0.0	72.3
1989	2.0	14.9	26.6	22.1	9.1	0.0	0.0	74.7
1990	0.0	7.1	30.2	22.6	12.8	0.0	0.0	72.7
1991	0.2	6.0	22.4	24.9	13.8	0.0	0.0	67.4
1992	2.7	11.5	25.1	21.0	2.8	0.0	0.0	63.1
1993	0.7	5.6	27.8	24.4	3.6	0.0	0.0	62.2
1994	0.3	7.6	30.2	25.9	12.8	0.0	0.0	76.8
1995	0.0	2.8	16.2	28.3	19.8	0.4	0.0	67.6
1996	0.8	14.9	25.3	22.3	10.3	0.0	0.0	73.6
1997	0.1	5.1	21.5	28.1	14.3	0.0	0.0	69.2
1998	0.0	8.1	24.2	25.5	17.4	0.5	0.0	75.6
1999	0.0	2.4	16.8	32.7	13.8	2.1	0.3	68.0
2000	1.3	14.8	28.5	23.3	9.8	1.7	0.3	79.8
2001	2.3	10.4	28.5	18.0	8.4	2.5	1.0	71.1
2002	3.6	16.6	33.3	24.9	8.8	2.0	0.8	90.0
2003	1.7	14.0	24.8	28.2	16.4	3.0	1.9	90.0
2004	0.3	15.1	24.3	19.8	15.6	4.4	0.9	80.4
2005	1.8	13.8	25.5	25.0	13.8	5.0	1.9	86.8
2006	1.7	17.8	28.7	21.0	9.8	4.7	0.7	84.4
2007	1.2	10.1	24.5	24.9	19.1	6.4	2.6	88.8
2008	0.6	12.5	21.1	22.8	16.8	6.9	1.8	82.6
2009	0.8	12.5	20.3	24.4	17.2	6.1	0.4	81.7
2010	1.1	12.1	24.3	25.8	16.6	8.8	2.6	91.2
2011	1.1	10.6	24.7	28.9	20.5	7.2	2.3	95.2
2012	2.8	13.9	30.5	23.1	15.9	4.6	2.2	93.0
2013	0.7	9.5	25.7	24.8	20.1	4.7	2.1	87.5
2014	0.0	7.6	23.0	24.7	17.3	7.2	1.9	81.7
2015	0.4	4.4	23.5	24.3	20.4	6.7	2.4	82.1
2016	0.0	6.6	25.3	28.2	13.4	7.2	2.6	83.4
2017	0.2	7.8	25.4	25.9	17.4	4.0	1.1	82.0
2018	1.6	12.5	26.2	20.3	12.7	2.8	0.8	76.9
2019	0.0	1.5	16.9	31.0	18.5	2.6	0.0	70.5
Average	2.0	15.7	29.6	28.2	19.9	7.5	2.9	105.7
Maximum	7.9	41.7	50.6	40.8	40.5	25.9	11.9	201.7
Minimum	0.0	1.5	13.4	11.2	2.8	0.0	0.0	58.4

Year	Total Diversion Requirement Supplied by Surface Water							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.5	9.9	4.1	0.0	0.0	0.0	0.0	14.5
1961	0.0	13.7	0.0	0.0	0.0	0.0	0.0	13.7
1962	3.2	18.0	32.4	26.0	23.1	6.0	0.0	108.6
1963	2.9	0.0	0.0	0.0	0.0	0.0	0.0	2.9
1964	1.6	0.0	0.0	0.0	0.0	0.0	0.0	1.6
1965	0.0	22.5	39.3	36.2	11.4	2.2	0.3	111.9
1966	7.6	39.9	0.0	0.0	0.0	0.0	0.0	47.5
1967	6.8	0.0	0.0	0.0	0.0	0.0	0.0	6.8
1968	3.3	32.8	35.0	17.8	7.2	0.0	0.0	96.1
1969	7.9	19.1	31.3	23.1	0.0	0.0	0.0	81.4
1970	0.0	35.5	19.8	36.9	22.6	0.0	0.0	114.8
1971	5.7	0.0	0.0	0.0	0.0	0.0	0.0	5.7
1972	5.8	0.0	0.0	0.0	0.0	0.0	0.0	5.8
1973	0.0	28.3	38.0	36.2	19.6	0.0	0.0	122.1
1974	0.0	0.0	0.0	25.3	0.0	0.0	0.0	25.3
1975	1.2	30.5	40.4	36.6	9.1	0.0	0.0	117.7
1976	4.9	29.3	41.7	39.9	5.1	0.0	0.0	120.9
1977	4.1	2.0	0.0	3.3	0.0	0.0	0.0	9.5
1978	2.9	13.8	21.0	0.0	0.0	0.0	0.0	37.7
1979	3.2	20.1	32.1	34.6	23.5	6.6	0.0	120.1
1980	1.3	13.3	35.9	35.4	2.1	0.0	0.0	88.0
1981	2.1	0.0	0.0	0.0	5.5	0.8	0.0	8.5
1982	0.0	7.5	24.4	29.0	17.5	3.0	0.7	82.0
1983	0.0	2.5	13.4	39.9	0.0	0.0	0.4	56.2
1984	0.3	10.6	17.5	22.6	13.5	3.6	0.5	68.6
1985	1.4	11.4	15.9	11.2	12.9	5.1	1.8	59.7
1986	0.5	7.9	16.7	14.4	0.0	3.3	0.8	43.7
1987	0.5	7.0	19.6	22.7	13.6	3.0	1.2	67.6
1988	0.5	7.6	5.0	3.1	0.0	0.0	0.0	16.3
1989	2.0	5.9	0.0	22.1	8.3	0.0	0.0	38.3
1990	0.0	7.1	0.0	0.0	0.0	0.0	0.0	7.1
1991	0.2	6.0	22.4	24.9	7.2	0.0	0.0	60.8
1992	0.5	3.9	8.4	21.0	1.3	0.0	0.0	35.1
1993	0.7	5.6	27.8	24.4	0.0	0.0	0.0	58.6
1994	0.3	7.6	30.2	25.9	12.8	0.0	0.0	76.8
1995	0.0	2.8	16.2	28.3	19.8	0.4	0.0	67.6
1996	0.8	14.9	25.3	22.3	10.3	0.0	0.0	73.6
1997	0.1	5.1	21.5	28.1	14.3	0.0	0.0	69.2
1998	0.0	8.1	24.2	25.5	17.4	0.5	0.0	75.6
1999	0.0	2.4	16.8	32.7	13.8	2.1	0.3	68.0
2000	1.3	14.8	28.5	23.3	9.8	1.7	0.3	79.8
2001	2.3	10.4	28.5	18.0	8.4	2.5	1.0	71.1
2002	3.6	16.6	0.0	0.0	0.0	0.0	0.8	21.0
2003	1.7	14.0	24.8	28.2	2.4	3.0	1.9	76.0
2004	0.3	15.1	24.3	19.8	11.1	4.4	0.9	75.9
2005	1.8	13.8	25.5	25.0	13.8	0.0	1.9	81.8
2006	1.7	17.8	28.7	21.0	9.8	4.7	0.7	84.4
2007	1.2	10.1	24.5	24.9	19.1	6.4	2.6	88.8
2008	0.6	12.5	21.1	22.8	16.8	6.9	1.8	82.6
2009	0.8	12.5	20.3	24.4	17.2	6.1	0.4	81.7
2010	1.1	12.1	24.3	25.8	16.6	8.8	2.6	91.2
2011	1.1	10.6	24.7	13.3	0.0	7.2	2.3	59.1
2012	2.8	13.9	0.0	15.1	15.9	4.6	0.0	52.4
2013	0.7	9.5	0.0	0.0	0.0	4.7	2.1	17.0
2014	0.0	7.6	23.0	4.5	17.3	7.2	1.9	61.6
2015	0.4	4.4	23.5	4.9	20.4	6.7	2.4	62.7
2016	0.0	6.6	25.3	28.2	13.4	7.2	2.6	83.4
2017	0.2	7.8	25.4	25.9	17.4	4.0	1.1	82.0
2018	1.6	12.5	26.2	20.3	12.7	1.7	0.8	75.8
2019	0.0	1.5	16.9	31.0	18.5	2.6	0.0	70.5
Average	1.6	11.3	18.2	18.8	8.9	2.1	0.6	61.4
Maximum	7.9	39.9	41.7	39.9	23.5	8.8	2.6	122.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.6

Year	Diversion Not Supplied By Surface Water				2005023			
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	27.3	31.8	22.8	0.0	0.0	81.9
1961	0.7	0.0	34.0	33.0	24.0	3.4	1.0	96.2
1962	0.0	0.0	0.0	0.0	0.0	0.0	3.1	3.1
1963	0.0	22.8	33.5	36.7	26.0	12.2	6.3	137.5
1964	0.0	24.8	35.6	39.9	26.0	12.3	6.1	144.6
1965	3.7	5.2	0.0	0.0	20.6	11.9	8.3	49.8
1966	0.0	0.0	45.8	38.8	33.6	25.9	10.1	154.2
1967	0.0	30.6	39.7	33.5	30.4	20.0	11.9	166.1
1968	0.0	0.0	15.5	11.7	19.0	20.9	11.1	78.2
1969	0.0	18.5	0.0	17.7	38.1	12.8	2.2	89.3
1970	3.8	0.0	23.5	0.0	17.9	15.3	3.1	63.5
1971	0.0	27.6	48.7	32.9	33.8	19.5	7.2	169.7
1972	0.0	34.1	50.0	34.2	34.0	22.0	6.7	180.9
1973	3.4	0.0	8.0	0.0	18.3	19.2	9.7	58.5
1974	7.0	41.7	49.2	4.6	34.2	20.3	10.0	166.9
1975	2.0	0.0	0.0	0.0	25.8	14.0	7.7	49.5
1976	0.0	0.4	0.0	0.0	17.2	16.5	5.4	39.4
1977	0.0	24.0	42.5	26.1	33.2	18.9	7.8	152.4
1978	0.0	0.0	9.1	30.9	29.8	16.8	7.0	93.5
1979	0.0	0.0	0.0	0.0	0.0	8.6	6.7	15.2
1980	0.0	0.0	0.0	0.0	23.6	11.5	3.3	38.4
1981	2.3	17.2	38.9	29.0	4.6	5.9	2.1	99.9
1982	0.0	0.0	0.0	6.8	0.0	0.0	0.0	6.8
1983	0.0	0.0	0.0	0.0	27.0	5.5	0.0	32.6
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	14.7	0.0	0.0	14.7
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	20.8	21.9	13.3	0.0	0.0	56.0
1989	0.0	9.0	26.6	0.0	0.8	0.0	0.0	36.4
1990	0.0	0.0	30.2	22.6	12.8	0.0	0.0	65.6
1991	0.0	0.0	0.0	0.0	6.6	0.0	0.0	6.6
1992	2.1	7.6	16.7	0.0	1.5	0.0	0.0	27.9
1993	0.0	0.0	0.0	0.0	3.6	0.0	0.0	3.6
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	33.3	24.9	8.8	2.0	0.0	69.0
2003	0.0	0.0	0.0	0.0	14.0	0.0	0.0	14.0
2004	0.0	0.0	0.0	0.0	4.5	0.0	0.0	4.5
2005	0.0	0.0	0.0	0.0	0.0	5.0	0.0	5.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	15.6	20.5	0.0	0.0	36.1
2012	0.0	0.0	30.5	8.0	0.0	0.0	2.2	40.6
2013	0.0	0.0	25.7	24.8	20.1	0.0	0.0	70.5
2014	0.0	0.0	0.0	20.2	0.0	0.0	0.0	20.2
2015	0.0	0.0	0.0	19.4	0.0	0.0	0.0	19.4
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	1.1	0.0	1.1
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	0.4	4.4	11.4	9.4	11.0	5.4	2.3	44.3
Maximum	7.0	41.7	50.0	39.9	38.1	25.9	11.9	180.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Surface Water Remaining							
NE 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	13.5	35.3	0.0	0.0	0.0	0.0	0.0	48.8
1961	0.0	25.5	0.0	0.0	0.0	0.0	0.0	25.5
1962	31.7	87.3	6.7	9.1	28.4	15.4	0.0	178.5
1963	10.6	0.0	0.0	0.0	0.0	0.0	0.0	10.6
1964	4.1	0.0	0.0	0.0	0.0	0.0	0.0	4.1
1965	0.0	0.0	13.2	18.0	0.0	0.0	0.0	31.2
1966	22.2	26.1	0.0	0.0	0.0	0.0	0.0	48.3
1967	4.1	0.0	0.0	0.0	0.0	0.0	0.0	4.1
1968	10.9	2.9	0.0	0.0	0.0	0.0	0.0	13.8
1969	53.2	0.0	14.1	0.0	0.0	0.0	0.0	67.3
1970	0.0	5.9	0.0	27.4	0.0	0.0	0.0	33.2
1971	15.3	0.0	0.0	0.0	0.0	0.0	0.0	15.3
1972	18.6	0.0	0.0	0.0	0.0	0.0	0.0	18.6
1973	0.0	2.3	0.0	18.8	0.0	0.0	0.0	21.1
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	1.8	16.6	20.0	0.0	0.0	0.0	38.3
1976	17.7	0.0	30.5	2.9	0.0	0.0	0.0	51.0
1977	7.2	0.0	0.0	0.0	0.0	0.0	0.0	7.2
1978	13.5	3.0	0.0	0.0	0.0	0.0	0.0	16.5
1979	10.9	32.1	110.5	82.1	26.4	0.0	0.0	262.0
1980	19.6	20.3	95.0	32.2	0.0	0.0	0.0	167.1
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	26.5	12.0	32.4	0.0	0.0	0.1	17.1	88.1
1983	48.2	90.1	91.8	58.6	0.0	0.0	14.2	303.0
1984	28.3	149.3	36.6	19.4	20.3	51.3	44.1	349.3
1985	75.3	44.4	175.7	57.0	1.6	36.0	5.6	395.6
1986	72.7	79.9	126.2	9.2	0.0	14.9	8.7	311.6
1987	28.7	103.7	106.3	142.9	2.0	25.3	16.8	425.7
1988	10.8	5.8	0.0	0.0	0.0	29.9	0.0	46.5
1989	40.4	0.0	0.0	17.7	0.0	7.1	27.0	92.3
1990	20.9	13.8	0.0	0.0	0.0	0.0	29.7	64.4
1991	26.6	126.2	15.5	14.5	0.0	45.1	38.5	266.4
1992	0.0	0.0	0.0	21.1	0.0	0.0	25.2	46.3
1993	50.8	227.8	400.3	360.0	0.0	0.0	46.5	1085.4
1994	49.1	184.8	293.0	373.8	187.1	110.3	104.4	1302.6
1995	54.3	253.6	449.7	476.0	358.7	124.5	105.3	1822.0
1996	95.6	114.9	101.2	133.1	102.1	63.9	27.7	638.4
1997	68.3	204.8	376.5	398.5	76.9	96.1	44.3	1265.4
1998	25.6	266.8	382.8	273.3	80.7	80.0	63.0	1172.1
1999	91.1	179.9	354.2	261.3	141.3	150.3	152.3	1330.4
2000	46.1	114.1	115.5	135.8	59.0	22.7	61.1	554.4
2001	28.0	325.0	133.4	180.4	162.4	49.2	25.9	904.3
2002	28.8	69.9	0.0	0.0	0.0	0.0	11.0	109.8
2003	34.5	21.5	11.1	53.5	0.0	29.3	36.1	186.0
2004	15.8	61.5	65.8	186.8	0.0	37.3	55.2	422.4
2005	47.6	119.1	151.7	188.8	54.3	0.0	28.6	590.2
2006	44.0	19.5	41.3	91.7	47.0	38.1	53.6	335.2
2007	38.4	125.2	115.6	177.9	107.8	70.4	53.7	689.1
2008	65.9	125.4	186.7	152.3	87.6	45.0	49.0	711.8
2009	50.8	329.5	128.2	115.7	152.5	71.7	33.9	882.2
2010	34.0	134.8	89.7	14.8	30.7	29.3	21.1	354.4
2011	36.1	42.5	8.8	0.0	0.0	20.1	43.8	151.3
2012	50.6	32.1	0.0	0.0	58.8	26.9	0.0	168.4
2013	37.7	43.4	0.0	0.0	0.0	65.3	48.7	195.2
2014	59.0	95.3	60.0	0.0	18.9	22.7	48.4	304.5
2015	51.1	66.9	7.8	0.0	13.0	16.6	27.0	182.4
2016	62.6	87.5	94.3	16.4	46.3	40.8	52.1	399.8
2017	86.3	108.2	117.7	58.4	29.2	116.1	70.7	586.6
2018	64.0	44.4	20.0	53.7	11.3	0.0	10.7	204.1
2019	58.2	69.7	206.3	120.4	54.5	56.6	76.1	641.8
Average	33.4	72.3	79.7	72.9	32.7	26.8	26.3	344.0
Maximum	95.6	329.5	449.7	476.0	358.7	150.3	152.3	1822.0
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Alfalfa		Small Grain		Total	
SE 22	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	42.3	0.0	42.3
1977	0.0	0.0	0.0	84.5	0.0	84.5
1978	0.0	0.0	0.0	126.8	0.0	126.8
1979	0.0	25.4	0.0	101.4	0.0	126.8
1980	0.0	50.7	0.0	76.1	0.0	126.8
1981	0.0	76.1	0.0	50.7	0.0	126.8
1982	0.0	101.4	0.0	25.4	0.0	126.8
1983	0.0	126.8	0.0	0.0	0.0	126.8
1984	0.0	63.4	0.0	63.4	0.0	126.8
1985	0.0	0.0	0.0	126.8	0.0	126.8
1986	0.0	0.0	0.0	126.8	0.0	126.8
1987	0.0	0.0	0.0	126.8	0.0	126.8
1988	0.0	0.0	0.0	126.8	0.0	126.8
1989	0.0	0.0	0.0	126.8	0.0	126.8
1990	0.0	0.0	0.0	126.8	0.0	126.8
1991	0.0	0.0	0.0	126.8	0.0	126.8
1992	0.0	0.0	0.0	126.8	0.0	126.8
1993	0.0	0.0	0.0	126.8	0.0	126.8

Year	Flood IWR							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.3	6.9	19.9	19.8	3.6	0.0	0.0	50.6
1977	0.2	10.3	38.2	36.4	27.4	0.4	0.0	113.0
1978	0.0	1.0	35.1	71.5	43.9	6.9	0.0	158.4
1979	2.0	18.7	50.2	62.3	32.1	7.3	3.1	175.7
1980	1.5	18.2	60.6	65.0	43.6	14.3	3.9	207.2
1981	9.2	33.9	69.6	52.4	23.9	17.3	5.5	211.7
1982	0.0	29.3	52.9	54.5	37.0	17.1	3.9	194.8
1983	0.0	25.0	40.0	55.7	56.9	30.3	11.3	219.2
1984	1.3	32.8	46.7	55.7	36.1	13.7	1.9	188.2
1985	0.0	14.4	48.7	48.1	35.9	0.0	0.0	147.1
1986	0.0	9.3	44.1	51.2	40.9	0.0	0.0	145.4
1987	0.0	11.9	48.4	62.0	33.2	1.5	0.0	156.9
1988	1.3	17.4	59.1	57.5	30.5	0.0	0.0	165.8
1989	4.2	31.5	56.0	46.7	19.1	0.0	0.0	157.5
1990	0.0	14.9	63.6	47.7	27.1	0.0	0.0	153.4
1991	0.4	12.7	47.3	52.6	29.0	0.1	0.0	142.2
1992	5.6	24.2	53.0	44.2	6.0	0.0	0.0	133.0
1993	1.6	11.8	58.7	51.4	7.6	0.0	0.0	131.1

Year	Sprinkler Diversion Requirement							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.4	8.4	24.0	23.9	4.3	0.0	0.0	60.9
1977	0.3	12.4	46.1	43.8	33.1	0.5	0.0	136.1
1978	0.0	1.3	42.3	86.1	52.9	8.3	0.0	190.8
1979	2.4	22.5	60.5	75.0	38.7	8.8	3.7	211.6
1980	1.9	22.0	73.0	78.3	52.5	17.2	4.7	249.6
1981	11.0	40.8	83.8	63.1	28.8	20.8	6.6	255.0
1982	0.0	35.3	63.7	65.7	44.6	20.6	4.7	234.7
1983	0.0	30.1	48.2	67.1	68.6	36.5	13.6	264.1
1984	1.6	39.5	56.3	67.1	43.5	16.6	2.3	226.8
1985	0.0	17.4	58.7	57.9	43.3	0.0	0.0	177.2
1986	0.0	11.2	53.1	61.7	49.2	0.0	0.0	175.2
1987	0.0	14.4	58.3	74.7	40.0	1.8	0.0	189.1
1988	1.5	21.0	71.3	69.2	36.8	0.0	0.0	199.8
1989	5.0	37.9	67.5	56.3	23.0	0.0	0.0	189.7
1990	0.0	18.0	76.7	57.5	32.6	0.0	0.0	184.8
1991	0.5	15.4	57.0	63.3	35.0	0.1	0.0	171.3
1992	6.8	29.2	63.8	53.2	7.2	0.0	0.0	160.3
1993	1.9	14.2	70.7	61.9	9.2	0.0	0.0	158.0

Year	Total Diversion Requirement							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.4	8.4	24.0	23.9	4.3	0.0	0.0	60.9
1977	0.3	12.4	46.1	43.8	33.1	0.5	0.0	136.1
1978	0.0	1.3	42.3	86.1	52.9	8.3	0.0	190.8
1979	2.4	22.5	60.5	75.0	38.7	8.8	3.7	211.6
1980	1.9	22.0	73.0	78.3	52.5	17.2	4.7	249.6
1981	11.0	40.8	83.8	63.1	28.8	20.8	6.6	255.0
1982	0.0	35.3	63.7	65.7	44.6	20.6	4.7	234.7
1983	0.0	30.1	48.2	67.1	68.6	36.5	13.6	264.1
1984	1.6	39.5	56.3	67.1	43.5	16.6	2.3	226.8
1985	0.0	17.4	58.7	57.9	43.3	0.0	0.0	177.2
1986	0.0	11.2	53.1	61.7	49.2	0.0	0.0	175.2
1987	0.0	14.4	58.3	74.7	40.0	1.8	0.0	189.1
1988	1.5	21.0	71.3	69.2	36.8	0.0	0.0	199.8
1989	5.0	37.9	67.5	56.3	23.0	0.0	0.0	189.7
1990	0.0	18.0	76.7	57.5	32.6	0.0	0.0	184.8
1991	0.5	15.4	57.0	63.3	35.0	0.1	0.0	171.3
1992	6.8	29.2	63.8	53.2	7.2	0.0	0.0	160.3
1993	1.9	14.2	70.7	61.9	9.2	0.0	0.0	158.0

Year	Total Diversion Requirement Supplied by Surface Water							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.4
1977	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.3
1978	0.0	1.3	0.0	0.0	0.0	0.0	0.0	1.3
1979	2.4	22.5	60.5	0.0	0.0	8.8	0.0	94.2
1980	1.9	22.0	73.0	0.0	0.0	0.0	0.0	96.8
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	4.7	4.7
1983	0.0	30.1	48.2	67.1	65.8	0.0	13.6	224.8
1984	1.6	39.5	36.6	19.4	20.3	16.6	2.3	136.2
1985	0.0	17.4	58.7	57.0	1.6	0.0	0.0	134.6
1986	0.0	11.2	53.1	9.2	0.0	0.0	0.0	73.5
1987	0.0	14.4	58.3	74.7	2.0	1.8	0.0	151.1
1988	1.5	5.8	0.0	0.0	0.0	0.0	0.0	7.3
1989	5.0	0.0	0.0	17.7	0.0	0.0	0.0	22.8
1990	0.0	13.8	0.0	0.0	0.0	0.0	0.0	13.8
1991	0.5	15.4	15.5	14.5	0.0	0.1	0.0	46.0
1992	0.0	0.0	0.0	21.1	0.0	0.0	0.0	21.1
1993	1.9	14.2	70.7	61.9	0.0	0.0	0.0	148.8

Year	Diversion Not Supplied By Surface Water							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	8.4	24.0	23.9	4.3	0.0	0.0	60.6
1977	0.0	12.4	46.1	43.8	33.1	0.5	0.0	135.9
1978	0.0	0.0	42.3	86.1	52.9	8.3	0.0	189.6
1979	0.0	0.0	0.0	75.0	38.7	0.0	3.7	117.5
1980	0.0	0.0	0.0	78.3	52.5	17.2	4.7	152.8
1981	11.0	40.8	83.8	63.1	28.8	20.8	6.6	255.0
1982	0.0	35.3	63.7	65.7	44.6	20.6	0.0	230.0
1983	0.0	0.0	0.0	0.0	2.8	36.5	0.0	39.3
1984	0.0	0.0	19.7	47.7	23.2	0.0	0.0	90.6
1985	0.0	0.0	0.0	1.0	41.7	0.0	0.0	42.7
1986	0.0	0.0	0.0	52.5	49.2	0.0	0.0	101.7
1987	0.0	0.0	0.0	0.0	38.0	0.0	0.0	38.0
1988	0.0	15.2	71.3	69.2	36.8	0.0	0.0	192.4
1989	0.0	37.9	67.5	38.5	23.0	0.0	0.0	166.9
1990	0.0	4.2	76.7	57.5	32.6	0.0	0.0	171.0
1991	0.0	0.0	41.6	48.8	35.0	0.0	0.0	125.4
1992	6.8	29.2	63.8	32.2	7.2	0.0	0.0	139.2
1993	0.0	0.0	0.0	0.0	9.2	0.0	0.0	9.2

Year	Surface Water Remaining							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	19.6	68.1	26.3	3.7	0.0	3.7	0.0	121.4
1961	0.0	58.4	0.0	0.0	0.0	0.0	0.0	58.4
1962	45.9	133.8	34.4	31.2	64.8	37.3	0.0	347.4
1963	19.6	0.0	0.0	0.0	0.0	0.0	0.0	19.6
1964	9.1	0.0	0.0	0.0	0.0	0.0	0.0	9.1
1965	0.9	24.7	0.1	0.0	0.0	19.9	10.8	56.4
1966	37.4	49.8	0.0	0.0	0.0	5.8	0.0	93.0
1967	9.7	0.0	0.0	0.0	0.0	0.0	0.0	9.7
1968	19.1	19.2	0.0	0.0	0.0	4.2	0.0	42.5
1969	65.0	0.0	0.0	0.0	0.0	0.0	0.0	65.0
1970	0.0	7.2	0.0	0.0	0.0	0.0	0.0	7.2
1971	21.8	0.0	0.0	0.0	0.0	0.0	0.0	21.8
1972	17.1	0.0	0.0	0.0	0.0	0.0	0.0	17.1
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	21.8	0.0	0.0	0.0	0.0	0.0	0.0	21.8
1977	13.4	0.0	0.0	0.0	0.0	0.0	0.0	13.4
1978	12.0	17.3	0.0	0.0	0.0	0.0	0.0	29.3
1979	8.3	19.8	37.6	0.0	0.0	4.8	0.0	70.5
1980	12.4	8.7	15.0	0.0	0.0	0.0	0.0	36.1
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	16.5	0.0	0.0	0.0	0.0	0.0	8.6	25.0
1983	78.2	153.4	170.2	146.7	0.0	0.0	25.6	574.1
1984	26.7	109.8	0.0	0.0	0.0	34.8	41.9	213.1
1985	75.3	27.0	117.1	0.0	0.0	36.0	5.6	261.0
1986	72.7	68.7	73.1	0.0	0.0	14.9	8.7	238.1
1987	28.7	89.4	48.0	68.3	0.0	23.5	16.8	274.7
1988	9.3	0.0	0.0	0.0	0.0	29.9	0.0	39.2
1989	35.4	0.0	0.0	0.0	0.0	7.1	27.0	69.5
1990	20.9	0.0	0.0	0.0	0.0	0.0	29.7	50.6
1991	26.1	110.9	0.0	0.0	0.0	44.9	38.5	220.4
1992	0.0	0.0	0.0	0.0	0.0	0.0	25.2	25.2
1993	48.9	213.6	329.5	298.1	0.0	0.0	46.5	0.0

Year	Surface Water Remaining							
SE 22	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	19.6	68.1	26.3	3.7	0.0	3.7	0.0	121.4
1961	0.0	58.4	0.0	0.0	0.0	0.0	0.0	58.4
1962	45.9	133.8	34.4	31.2	64.8	37.3	0.0	347.4
1963	19.6	0.0	0.0	0.0	0.0	0.0	0.0	19.6
1964	9.1	0.0	0.0	0.0	0.0	0.0	0.0	9.1
1965	0.9	24.7	0.1	0.0	0.0	19.9	10.8	56.4
1966	37.4	49.8	0.0	0.0	0.0	5.8	0.0	93.0
1967	9.7	0.0	0.0	0.0	0.0	0.0	0.0	9.7
1968	19.1	19.2	0.0	0.0	0.0	4.2	0.0	42.5
1969	65.0	0.0	0.0	0.0	0.0	0.0	0.0	65.0
1970	0.0	7.2	0.0	0.0	0.0	0.0	0.0	7.2
1971	21.8	0.0	0.0	0.0	0.0	0.0	0.0	21.8
1972	17.1	0.0	0.0	0.0	0.0	0.0	0.0	17.1
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	21.8	0.0	0.0	0.0	0.0	0.0	0.0	21.8
1977	13.4	0.0	0.0	0.0	0.0	0.0	0.0	13.4
1978	12.0	17.3	0.0	0.0	0.0	0.0	0.0	29.3
1979	8.3	19.8	37.6	0.0	0.0	4.8	0.0	70.5
1980	12.4	8.7	15.0	0.0	0.0	0.0	0.0	36.1
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	16.5	0.0	0.0	0.0	0.0	0.0	8.6	25.0
1983	78.2	153.4	170.2	146.7	0.0	0.0	25.6	574.1
1984	26.7	109.8	0.0	0.0	0.0	34.8	41.9	213.1
1985	75.3	27.0	117.1	0.0	0.0	36.0	5.6	261.0
1986	72.7	68.7	73.1	0.0	0.0	14.9	8.7	238.1
1987	28.7	89.4	48.0	68.3	0.0	23.5	16.8	274.7
1988	9.3	0.0	0.0	0.0	0.0	29.9	0.0	39.2
1989	35.4	0.0	0.0	0.0	0.0	7.1	27.0	69.5
1990	20.9	0.0	0.0	0.0	0.0	0.0	29.7	50.6
1991	26.1	110.9	0.0	0.0	0.0	44.9	38.5	220.4
1992	0.0	0.0	0.0	0.0	0.0	0.0	25.2	25.2
1993	48.9	213.6	329.5	298.1	0.0	0.0	46.5	0.0

Year	Alfalfa		Small Grain		Total	
NW 23	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	85.8	0.0	32.3	0.0	118.1	0.0
1961	78.9	0.0	44.0	0.0	123.0	0.0
1962	72.1	0.0	55.7	0.0	127.8	0.0
1963	65.2	0.0	67.5	0.0	132.7	0.0
1964	58.3	0.0	79.2	0.0	137.5	0.0
1965	51.5	0.0	90.9	0.0	142.4	0.0
1966	44.6	0.0	102.6	0.0	147.2	0.0
1967	39.6	13.9	91.2	0.0	130.8	13.9
1968	34.7	27.8	79.8	0.0	114.5	27.8
1969	29.7	41.7	68.4	0.0	98.1	41.7
1970	24.8	55.6	57.0	0.0	81.8	55.6
1971	19.8	69.6	45.6	0.0	65.4	69.6
1972	14.9	83.5	34.2	0.0	49.1	83.5
1973	9.9	97.4	22.8	0.0	32.7	97.4
1974	5.0	111.3	11.4	0.0	16.4	111.3
1975	0.0	125.2	0.0	0.0	0.0	125.2
1976	0.0	83.5	0.0	43.2	0.0	126.7
1977	0.0	41.7	0.0	86.4	0.0	128.1
1978	0.0	0.0	0.0	129.6	0.0	129.6
1979	0.0	0.0	0.0	129.6	0.0	129.6
1980	0.0	0.0	0.0	129.6	0.0	129.6
1981	0.0	0.0	0.0	129.6	0.0	129.6
1982	0.0	0.0	0.0	129.6	0.0	129.6
1983	0.0	0.0	0.0	129.6	0.0	129.6
1984	0.0	0.0	0.0	129.6	0.0	129.6
1985	0.0	0.0	0.0	129.6	0.0	129.6
1986	0.0	0.0	0.0	129.6	0.0	129.6
1987	0.0	0.0	0.0	129.6	0.0	129.6
1988	0.0	0.0	0.0	129.6	0.0	129.6
1989	0.0	0.0	0.0	129.6	0.0	129.6
1990	0.0	0.0	0.0	129.6	0.0	129.6
1991	0.0	0.0	0.0	129.6	0.0	129.6
1992	0.0	0.0	0.0	129.6	0.0	129.6
1993	0.0	0.0	0.0	129.6	0.0	129.6

Year	Flood IWR							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	6.6	33.3	54.4	45.8	44.9	18.6	3.1	206.7
1961	3.5	35.4	58.3	46.9	42.3	17.2	5.6	209.2
1962	6.8	33.6	52.2	41.4	41.9	15.3	7.9	199.1
1963	4.5	36.1	53.7	59.1	41.5	18.9	9.7	223.5
1964	1.6	32.3	56.0	66.1	36.0	12.7	6.3	211.0
1965	2.9	30.8	60.8	61.7	43.4	10.3	6.3	216.2
1966	6.6	45.6	75.5	63.9	31.8	13.7	5.4	242.4
1967	5.5	30.0	58.2	49.0	25.2	9.4	5.6	182.9
1968	1.4	23.5	58.3	44.9	28.0	9.1	4.6	169.8
1969	5.6	31.4	35.6	44.9	20.4	4.5	0.8	143.2
1970	1.4	18.8	36.6	37.4	31.1	4.5	0.9	130.9
1971	1.7	11.5	33.7	25.9	18.7	4.6	1.7	97.8
1972	2.5	14.4	28.8	18.6	8.5	3.9	1.2	78.0
1973	0.4	5.2	15.3	15.7	12.4	2.3	1.2	52.5
1974	0.7	5.2	9.0	5.5	4.0	1.2	0.6	26.1
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	11.0	55.5	90.6	76.3	74.9	31.0	5.2	344.4
1961	5.8	59.1	97.1	78.2	70.5	28.7	9.3	348.6
1962	11.4	56.0	87.0	69.0	69.8	25.4	13.2	331.8
1963	7.5	60.1	89.6	98.5	69.2	31.4	16.2	372.6
1964	2.7	53.8	93.3	110.2	59.9	21.2	10.5	351.6
1965	4.8	51.3	101.4	102.8	72.3	17.2	10.5	360.3
1966	11.0	76.0	125.8	106.5	53.0	22.8	8.9	404.0
1967	9.2	49.9	97.1	81.7	41.9	15.7	9.4	304.9
1968	2.4	39.1	97.2	74.9	46.6	15.2	7.7	283.0
1969	9.4	52.4	59.4	74.8	34.0	7.6	1.3	238.7
1970	2.3	31.4	61.1	62.4	51.9	7.6	1.5	218.1
1971	2.8	19.2	56.1	43.1	31.2	7.7	2.8	162.9
1972	4.2	24.1	48.0	31.1	14.1	6.5	2.0	129.9
1973	0.7	8.7	25.5	26.2	20.6	3.9	1.9	87.5
1974	1.1	8.6	14.9	9.2	6.7	2.0	1.0	43.6
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.1	5.1	6.6	5.5	5.0	3.3	2.0	28.6
1968	1.1	10.9	16.8	9.8	8.7	6.9	3.7	57.8
1969	3.9	18.7	15.6	20.3	19.0	6.4	1.1	85.0
1970	2.5	23.6	28.8	24.5	27.0	10.2	2.1	118.7
1971	4.8	23.0	40.6	27.5	28.1	16.3	6.0	146.2
1972	5.8	34.2	50.1	34.3	34.0	22.0	6.7	187.2
1973	3.9	33.2	53.9	42.4	44.4	22.5	11.3	211.8
1974	9.4	55.9	66.0	40.2	45.9	27.2	13.4	258.1
1975	4.7	46.2	61.1	55.4	52.8	21.1	11.7	253.1
1976	5.6	38.7	64.5	62.5	27.6	17.7	5.8	222.5
1977	2.6	25.3	62.8	53.4	46.7	11.3	4.5	206.7
1978	0.0	1.1	35.9	73.0	44.9	7.0	0.0	161.9
1979	0.6	12.9	48.9	64.0	29.4	0.3	0.0	156.1
1980	0.0	6.8	55.1	70.9	39.9	1.4	0.0	174.2
1981	5.1	23.6	69.5	50.6	5.3	0.0	0.0	154.2
1982	0.0	6.7	40.2	68.9	29.5	0.3	0.0	145.6
1983	0.0	3.3	23.3	73.4	48.5	8.8	0.0	157.2
1984	0.0	15.6	40.9	62.0	31.3	0.3	0.0	150.1
1985	0.0	14.7	49.8	49.1	36.7	0.0	0.0	150.4
1986	0.0	9.5	45.1	52.3	41.8	0.0	0.0	148.7
1987	0.0	12.2	49.4	63.3	34.0	1.5	0.0	160.4
1988	1.3	17.8	60.4	58.7	31.2	0.0	0.0	169.5
1989	4.8	32.1	57.2	47.7	19.5	0.0	0.0	160.9
1990	0.0	15.3	65.0	48.8	27.7	0.0	0.0	156.8
1991	0.4	13.0	48.4	53.7	29.7	0.1	0.0	145.3
1992	5.8	24.8	54.1	45.2	6.1	0.0	0.0	135.9
1993	1.6	12.1	60.0	52.5	7.8	0.0	0.0	134.0

Year	Sprinkler Diversion Requirement							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.4	6.1	7.9	6.7	6.1	4.0	2.4	34.4
1968	1.3	13.1	20.2	11.8	10.4	8.3	4.4	69.6
1969	4.7	22.5	18.8	24.5	22.9	7.7	1.3	102.4
1970	3.0	28.5	34.7	29.6	32.5	12.3	2.5	143.0
1971	5.7	27.7	49.0	33.1	33.9	19.6	7.2	176.2
1972	7.0	41.2	60.4	41.3	41.0	26.5	8.1	225.6
1973	4.7	40.0	65.0	51.1	53.5	27.2	13.6	255.1
1974	11.4	67.4	79.6	48.4	55.2	32.8	16.1	310.9
1975	5.7	55.7	73.6	66.7	63.6	25.5	14.0	304.9
1976	6.8	46.7	77.7	75.3	33.3	21.4	7.0	268.0
1977	3.1	30.5	75.7	64.4	56.2	13.6	5.4	249.0
1978	0.0	1.3	43.2	88.0	54.0	8.5	0.0	195.1
1979	0.8	15.6	58.9	77.1	35.4	0.4	0.0	188.1
1980	0.0	8.2	66.4	85.4	48.1	1.7	0.0	209.9
1981	6.2	28.4	83.8	61.0	6.4	0.0	0.0	185.8
1982	0.0	8.1	48.4	83.0	35.5	0.4	0.0	175.4
1983	0.0	4.0	28.0	88.4	58.4	10.6	0.0	189.4
1984	0.0	18.8	49.3	74.8	37.7	0.4	0.0	180.9
1985	0.0	17.8	60.0	59.2	44.3	0.0	0.0	181.2
1986	0.0	11.5	54.3	63.0	50.3	0.0	0.0	179.1
1987	0.0	14.7	59.6	76.3	40.9	1.8	0.0	193.3
1988	1.5	21.5	72.8	70.8	37.6	0.0	0.0	204.2
1989	5.1	38.7	69.0	57.5	23.5	0.0	0.0	193.9
1990	0.0	18.4	78.4	58.8	33.3	0.0	0.0	188.9
1991	0.5	15.7	58.3	64.7	35.8	0.1	0.0	175.1
1992	6.9	29.9	65.2	54.4	7.3	0.0	0.0	163.8
1993	1.9	14.5	72.3	63.3	9.4	0.0	0.0	161.5

Year	Total Diversion Requirement							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	11.0	55.5	90.6	76.3	74.9	31.0	5.2	344.4
1961	5.8	59.1	97.1	78.2	70.5	28.7	9.3	348.6
1962	11.4	56.0	87.0	69.0	69.8	25.4	13.2	331.8
1963	7.5	60.1	89.6	98.5	69.2	31.4	16.2	372.6
1964	2.7	53.8	93.3	110.2	59.9	21.2	10.5	351.6
1965	4.8	51.3	101.4	102.8	72.3	17.2	10.5	360.3
1966	11.0	76.0	125.8	106.5	53.0	22.8	8.9	404.0
1967	10.6	56.0	105.0	88.3	48.0	19.7	11.7	339.3
1968	3.7	52.2	117.4	86.6	57.1	23.5	12.1	352.6
1969	14.1	74.9	78.2	99.3	56.9	15.2	2.6	341.2
1970	5.4	59.8	95.8	91.9	84.4	19.8	4.0	361.1
1971	8.6	46.9	105.1	76.2	65.1	27.3	10.0	339.1
1972	11.2	65.2	108.4	72.3	55.2	33.1	10.1	355.5
1973	5.5	48.7	90.4	77.3	74.0	31.1	15.6	342.6
1974	12.5	76.0	94.5	57.6	61.9	34.8	17.1	354.5
1975	5.7	55.7	73.6	66.7	63.6	25.5	14.0	304.9
1976	6.8	46.7	77.7	75.3	33.3	21.4	7.0	268.0
1977	3.1	30.5	75.7	64.4	56.2	13.6	5.4	249.0
1978	0.0	1.3	43.2	88.0	54.0	8.5	0.0	195.1
1979	0.8	15.6	58.9	77.1	35.4	0.4	0.0	188.1
1980	0.0	8.2	66.4	85.4	48.1	1.7	0.0	209.9
1981	6.2	28.4	83.8	61.0	6.4	0.0	0.0	185.8
1982	0.0	8.1	48.4	83.0	35.5	0.4	0.0	175.4
1983	0.0	4.0	28.0	88.4	58.4	10.6	0.0	189.4
1984	0.0	18.8	49.3	74.8	37.7	0.4	0.0	180.9
1985	0.0	17.8	60.0	59.2	44.3	0.0	0.0	181.2
1986	0.0	11.5	54.3	63.0	50.3	0.0	0.0	179.1
1987	0.0	14.7	59.6	76.3	40.9	1.8	0.0	193.3
1988	1.5	21.5	72.8	70.8	37.6	0.0	0.0	204.2
1989	5.1	38.7	69.0	57.5	23.5	0.0	0.0	193.9
1990	0.0	18.4	78.4	58.8	33.3	0.0	0.0	188.9
1991	0.5	15.7	58.3	64.7	35.8	0.1	0.0	175.1
1992	6.9	29.9	65.2	54.4	7.3	0.0	0.0	163.8
1993	1.9	14.5	72.3	63.3	9.4	0.0	0.0	161.5

Year	Total Diversion Requirement Supplied by Surface Water							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	11.0	55.5	26.3	3.7	0.0	3.7	0.0	100.2
1961	0.0	58.4	0.0	0.0	0.0	0.0	0.0	58.4
1962	11.4	56.0	34.4	31.2	64.8	25.4	0.0	223.2
1963	7.5	0.0	0.0	0.0	0.0	0.0	0.0	7.5
1964	2.7	0.0	0.0	0.0	0.0	0.0	0.0	2.7
1965	0.9	24.7	0.1	0.0	0.0	17.2	10.5	53.5
1966	11.0	49.8	0.0	0.0	0.0	5.8	0.0	66.6
1967	9.7	0.0	0.0	0.0	0.0	0.0	0.0	9.7
1968	3.7	19.2	0.0	0.0	0.0	4.2	0.0	27.1
1969	14.1	0.0	0.0	0.0	0.0	0.0	0.0	14.1
1970	0.0	7.2	0.0	0.0	0.0	0.0	0.0	7.2
1971	8.6	0.0	0.0	0.0	0.0	0.0	0.0	8.6
1972	11.2	0.0	0.0	0.0	0.0	0.0	0.0	11.2
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	6.8	0.0	0.0	0.0	0.0	0.0	0.0	6.8
1977	3.1	0.0	0.0	0.0	0.0	0.0	0.0	3.1
1978	0.0	1.3	0.0	0.0	0.0	0.0	0.0	1.3
1979	0.8	15.6	37.6	0.0	0.0	0.4	0.0	54.3
1980	0.0	8.2	15.0	0.0	0.0	0.0	0.0	23.2
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	4.0	28.0	88.4	0.0	0.0	0.0	120.4
1984	0.0	18.8	0.0	0.0	0.0	0.4	0.0	19.2
1985	0.0	17.8	60.0	0.0	0.0	0.0	0.0	77.7
1986	0.0	11.5	54.3	0.0	0.0	0.0	0.0	65.7
1987	0.0	14.7	48.0	68.3	0.0	1.8	0.0	132.7
1988	1.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5
1989	5.1	0.0	0.0	0.0	0.0	0.0	0.0	5.1
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.5	15.7	0.0	0.0	0.0	0.1	0.0	16.3
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	1.9	14.5	72.3	63.3	0.0	0.0	0.0	152.1

Year	Diversion Not Supplied By Surface Water							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	64.3	72.6	74.9	27.2	5.2	244.2
1961	5.8	0.6	97.1	78.2	70.5	28.7	9.3	290.2
1962	0.0	0.0	52.6	37.8	4.9	0.0	13.2	108.6
1963	0.0	60.1	89.6	98.5	69.2	31.4	16.2	365.0
1964	0.0	53.8	93.3	110.2	59.9	21.2	10.5	348.9
1965	3.9	26.6	101.3	102.8	72.3	0.0	0.0	306.8
1966	0.0	26.2	125.8	106.5	53.0	17.0	8.9	337.4
1967	0.8	56.0	105.0	88.3	48.0	19.7	11.7	329.6
1968	0.0	33.1	117.4	86.6	57.1	19.3	12.1	325.5
1969	0.0	74.9	78.2	99.3	56.9	15.2	2.6	327.1
1970	5.4	52.7	95.8	91.9	84.4	19.8	4.0	353.9
1971	0.0	46.9	105.1	76.2	65.1	27.3	10.0	330.5
1972	0.0	65.2	108.4	72.3	55.2	33.1	10.1	344.3
1973	5.5	48.7	90.4	77.3	74.0	31.1	15.6	342.6
1974	12.5	76.0	94.5	57.6	61.9	34.8	17.1	354.5
1975	5.7	55.7	73.6	66.7	63.6	25.5	14.0	304.9
1976	0.0	46.7	77.7	75.3	33.3	21.4	7.0	261.3
1977	0.0	30.5	75.7	64.4	56.2	13.6	5.4	245.9
1978	0.0	0.0	43.2	88.0	54.0	8.5	0.0	193.8
1979	0.0	0.0	21.3	77.1	35.4	0.0	0.0	133.8
1980	0.0	0.0	51.4	85.4	48.1	1.7	0.0	186.6
1981	6.2	28.4	83.8	61.0	6.4	0.0	0.0	185.8
1982	0.0	8.1	48.4	83.0	35.5	0.4	0.0	175.4
1983	0.0	0.0	0.0	0.0	58.4	10.6	0.0	69.0
1984	0.0	0.0	49.3	74.8	37.7	0.0	0.0	161.7
1985	0.0	0.0	0.0	59.2	44.3	0.0	0.0	103.4
1986	0.0	0.0	0.0	63.0	50.3	0.0	0.0	113.4
1987	0.0	0.0	11.6	8.0	40.9	0.0	0.0	60.5
1988	0.0	21.5	72.8	70.8	37.6	0.0	0.0	202.6
1989	0.0	38.7	69.0	57.5	23.5	0.0	0.0	188.8
1990	0.0	18.4	78.4	58.8	33.3	0.0	0.0	188.9
1991	0.0	0.0	58.3	64.7	35.8	0.0	0.0	158.8
1992	6.9	29.9	65.2	54.4	7.3	0.0	0.0	163.8
1993	0.0	0.0	0.0	0.0	9.4	0.0	0.0	9.4

Year	Surface Water Remaining							
NW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	8.6	12.6	0.0	0.0	0.0	0.0	0.0	21.2
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	34.5	77.8	0.0	0.0	0.0	11.8	0.0	124.2
1963	12.1	0.0	0.0	0.0	0.0	0.0	0.0	12.1
1964	6.4	0.0	0.0	0.0	0.0	0.0	0.0	6.4
1965	0.0	0.0	0.0	0.0	0.0	2.6	0.3	2.9
1966	26.4	0.0	0.0	0.0	0.0	0.0	0.0	26.4
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	15.4	0.0	0.0	0.0	0.0	0.0	0.0	15.4
1969	50.9	0.0	0.0	0.0	0.0	0.0	0.0	50.9
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	13.3	0.0	0.0	0.0	0.0	0.0	0.0	13.3
1972	5.9	0.0	0.0	0.0	0.0	0.0	0.0	5.9
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	15.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0
1977	10.3	0.0	0.0	0.0	0.0	0.0	0.0	10.3
1978	12.0	16.0	0.0	0.0	0.0	0.0	0.0	28.0
1979	7.6	4.2	0.0	0.0	0.0	4.4	0.0	16.2
1980	12.4	0.5	0.0	0.0	0.0	0.0	0.0	12.9
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	16.5	0.0	0.0	0.0	0.0	0.0	8.6	25.0
1983	78.2	149.5	142.2	58.3	0.0	0.0	25.6	453.7
1984	26.7	91.0	0.0	0.0	0.0	34.4	41.9	193.9
1985	75.3	9.3	57.1	0.0	0.0	36.0	5.6	183.3
1986	72.7	57.3	18.8	0.0	0.0	14.9	8.7	172.3
1987	28.7	74.7	0.0	0.0	0.0	21.7	16.8	142.0
1988	7.7	0.0	0.0	0.0	0.0	29.9	0.0	37.6
1989	30.2	0.0	0.0	0.0	0.0	7.1	27.0	64.3
1990	20.9	0.0	0.0	0.0	0.0	0.0	29.7	50.6
1991	25.6	95.2	0.0	0.0	0.0	44.8	38.5	204.1
1992	0.0	0.0	0.0	0.0	0.0	0.0	25.2	25.2
1993	47.0	199.0	257.2	234.8	0.0	0.0	46.5	0.0

Year	Alfalfa		Small Grain		Total	
SW 11	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	36.1	0.0	83.8	0.0	119.9	0.0
1961	48.8	0.0	69.8	0.0	118.6	0.0
1962	61.4	0.0	55.9	0.0	117.3	0.0
1963	74.1	0.0	41.9	0.0	116.0	0.0
1964	86.8	0.0	27.9	0.0	114.7	0.0
1965	99.4	0.0	14.0	0.0	113.4	0.0
1966	112.1	0.0	0.0	0.0	112.1	0.0
1967	112.1	0.0	0.0	0.0	112.1	0.0
1968	112.1	0.0	0.0	0.0	112.1	0.0
1969	112.1	0.0	0.0	0.0	112.1	0.0
1970	112.1	0.0	0.0	0.0	112.1	0.0
1971	112.1	0.0	0.0	0.0	112.1	0.0
1972	112.1	0.0	0.0	0.0	112.1	0.0
1973	112.1	0.0	0.0	0.0	112.1	0.0
1974	112.1	0.0	0.0	0.0	112.1	0.0
1975	112.1	0.0	0.0	0.0	112.1	0.0
1976	98.1	0.0	13.4	0.0	111.5	0.0
1977	84.1	0.0	26.9	0.0	110.9	0.0
1978	70.1	0.0	40.3	0.0	110.3	0.0
1979	56.1	0.0	53.7	0.0	109.8	0.0
1980	42.0	0.0	67.1	0.0	109.2	0.0
1981	28.0	0.0	80.6	0.0	108.6	0.0
1982	14.0	0.0	94.0	0.0	108.0	0.0
1983	0.0	0.0	107.4	0.0	107.4	0.0
1984	0.0	0.0	112.1	0.0	112.1	0.0
1985	0.0	0.0	116.8	0.0	116.8	0.0
1986	0.0	0.0	116.8	0.0	116.8	0.0
1987	0.0	0.0	116.8	0.0	116.8	0.0
1988	0.0	0.0	116.8	0.0	116.8	0.0
1989	0.0	0.0	116.8	0.0	116.8	0.0
1990	0.0	0.0	116.8	0.0	116.8	0.0
1991	0.0	0.0	116.8	0.0	116.8	0.0
1992	0.0	0.0	116.8	0.0	116.8	0.0
1993	0.0	0.0	116.8	0.0	116.8	0.0
1994	7.8	0.0	109.0	0.0	116.8	0.0
1995	15.7	0.0	101.1	0.0	116.8	0.0
1996	23.5	0.0	93.3	0.0	116.8	0.0
1997	31.4	0.0	85.4	0.0	116.8	0.0
1998	39.2	0.0	77.6	0.0	116.8	0.0
1999	33.6	0.0	68.0	0.0	101.6	0.0
2000	28.0	0.0	58.4	0.0	86.4	0.0
2001	22.4	0.0	48.8	0.0	71.2	0.0
2002	16.8	0.0	39.2	0.0	56.0	0.0
2003	11.2	0.0	29.6	0.0	40.8	0.0
2004	5.6	0.0	20.0	0.0	25.6	0.0
2005	0.0	100.2	10.4	0.0	10.4	100.2
2006	2.6	0.0	7.8	25.1	10.4	25.1
2007	5.2	0.0	5.2	50.1	10.4	50.1
2008	7.8	0.0	2.6	75.2	10.4	75.2
2009	10.4	0.0	0.0	100.2	10.4	100.2
2010	10.4	0.0	0.0	100.2	10.4	100.2
2011	10.4	0.0	0.0	100.2	10.4	100.2
2012	5.2	0.0	0.0	105.4	5.2	105.4
2013	0.0	0.0	0.0	110.6	0.0	110.6
2014	0.0	0.0	0.0	110.6	0.0	110.6
2015	0.0	0.0	0.0	110.6	0.0	110.6
2016	0.0	0.0	0.0	110.6	0.0	110.6
2017	0.0	0.0	0.0	110.6	0.0	110.6
2018	0.0	0.0	0.0	110.6	0.0	110.6
2019	0.0	0.0	0.0	110.6	0.0	110.6
Average	36.8	1.7	44.9	22.2	81.7	23.8
Maximum	112.1	100.2	116.8	110.6	119.9	110.6
Minimum	0.0	0.0	0.0	0.0	0.0	0.0
Average %	45%	7%	55%	93%		
	Alfalfa		Small Grain			
Average %	36%		64%			

Year	Flood IWR							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	3.2	22.6	50.4	47.0	38.8	7.8	1.3	171.2
1961	2.2	27.2	53.1	46.8	38.0	10.9	3.5	181.7
1962	6.0	29.9	47.7	37.9	37.4	13.0	6.7	178.6
1963	4.9	35.9	48.5	51.5	38.7	21.4	11.1	211.8
1964	2.4	36.6	50.0	55.1	37.7	18.9	9.4	210.2
1965	5.3	38.6	53.6	49.1	44.1	20.0	12.2	222.8
1966	10.1	53.0	60.9	51.5	44.6	34.5	13.5	268.1
1967	9.1	40.7	52.9	44.6	40.6	26.6	15.9	230.4
1968	4.4	43.8	67.5	39.4	34.9	27.9	14.9	232.8
1969	10.5	50.3	41.9	54.6	51.0	17.1	3.0	228.3
1970	5.1	47.6	58.0	49.4	54.3	20.5	4.2	239.1
1971	7.7	37.0	65.5	44.2	45.4	26.2	9.6	235.6
1972	7.9	45.9	67.3	46.0	45.7	29.6	9.1	251.4
1973	4.5	38.2	62.1	48.9	51.1	26.0	13.0	243.8
1974	9.5	56.3	66.5	40.5	46.2	27.4	13.5	259.9
1975	4.2	41.4	54.7	49.6	47.3	18.9	10.4	226.6
1976	6.3	39.4	58.2	55.9	29.3	20.9	6.8	216.8
1977	4.8	33.1	60.0	44.3	46.2	22.1	9.1	219.6
1978	3.1	14.6	41.3	52.4	43.5	19.5	7.3	181.7
1979	3.5	24.3	46.7	53.5	32.4	15.7	6.8	182.8
1980	1.3	15.3	52.0	56.1	37.4	11.9	3.3	177.2
1981	5.8	23.7	58.8	43.5	11.4	6.4	2.0	151.6
1982	0.0	8.7	35.3	55.6	25.7	2.6	0.5	128.5
1983	0.0	2.7	19.3	60.8	40.2	7.3	0.0	130.3
1984	0.0	13.5	35.4	53.7	27.1	0.3	0.0	129.9
1985	0.0	13.3	44.9	44.3	33.1	0.0	0.0	135.5
1986	0.0	8.6	40.6	47.2	37.6	0.0	0.0	134.0
1987	0.0	11.0	44.6	57.1	30.6	1.3	0.0	144.6
1988	1.2	16.1	54.5	52.9	28.1	0.0	0.0	152.7
1989	3.8	29.0	51.6	43.0	17.6	0.0	0.0	145.0
1990	0.0	13.8	58.6	44.0	24.9	0.0	0.0	141.3
1991	0.4	11.7	43.6	48.4	26.8	0.1	0.0	131.0
1992	5.2	22.3	48.8	40.7	5.5	0.0	0.0	122.5
1993	1.4	10.9	54.1	47.4	7.0	0.0	0.0	120.8
1994	1.1	16.5	59.2	50.5	26.7	1.6	0.5	156.0
1995	0.2	8.9	33.5	53.3	39.8	3.9	1.6	141.2
1996	3.1	35.5	50.5	44.1	25.8	5.5	1.2	165.6
1997	1.4	17.9	45.3	52.8	30.9	7.0	2.2	157.6
1998	1.2	26.5	51.9	47.1	37.9	11.3	1.9	177.8
1999	0.0	9.7	32.7	51.9	25.8	8.4	2.8	131.4
2000	2.9	25.9	42.8	34.9	19.3	7.5	1.3	134.4
2001	3.5	14.7	35.3	22.4	13.1	5.9	2.3	97.1
2002	3.7	16.8	32.5	24.6	10.1	2.6	1.1	91.4
2003	1.2	10.0	17.8	20.3	11.8	2.1	1.3	64.4
2004	0.1	6.1	10.9	9.0	6.6	1.3	0.3	34.2
2005	0.1	1.6	4.5	4.7	1.9	0.0	0.0	12.7
2006	0.2	3.0	5.4	3.9	1.3	0.5	0.1	14.3
2007	0.2	1.9	4.6	4.7	3.6	1.2	0.5	16.7
2008	0.2	2.9	4.3	4.0	3.3	1.7	0.5	16.9
2009	0.2	3.4	4.3	4.3	3.6	1.9	0.1	18.0
2010	0.4	3.3	5.2	4.3	3.5	2.6	0.8	20.0
2011	0.3	3.0	5.3	4.8	4.2	2.1	0.7	20.5
2012	0.4	1.8	3.0	2.3	2.1	0.9	0.4	10.9
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	2.6	19.4	36.6	35.0	24.5	8.7	3.4	130.3
Maximum	10.5	56.3	67.5	60.8	54.3	34.5	15.9	268.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	5.4	37.7	83.9	78.4	64.7	13.0	2.2	285.3
1961	3.7	45.4	88.5	77.9	63.4	18.2	5.8	302.8
1962	10.0	49.9	79.4	63.1	62.4	21.7	11.2	297.7
1963	8.2	59.8	80.8	85.8	64.5	35.6	18.4	353.1
1964	4.1	61.0	83.4	91.9	62.9	31.6	15.6	350.3
1965	8.8	64.3	89.4	81.8	73.4	33.3	20.3	371.4
1966	16.8	88.4	101.5	85.9	74.4	57.4	22.5	446.8
1967	15.1	67.9	88.2	74.4	67.6	44.3	26.5	384.0
1968	7.4	73.0	112.5	65.6	58.2	46.5	24.8	388.0
1969	17.6	83.8	69.9	91.0	85.0	28.5	4.9	380.6
1970	8.5	79.3	96.7	82.4	90.5	34.2	6.9	398.4
1971	12.8	61.7	109.2	73.7	75.6	43.7	16.0	392.7
1972	13.1	76.5	112.2	76.7	76.2	49.3	15.1	419.1
1973	7.5	63.7	103.5	81.4	85.1	43.3	21.7	406.3
1974	15.9	93.9	110.8	67.4	77.0	45.7	22.5	433.2
1975	7.1	69.0	91.1	82.7	78.8	31.6	17.4	377.6
1976	10.5	65.6	97.0	93.2	48.8	34.8	11.3	361.3
1977	8.1	55.1	100.0	73.9	77.0	36.8	15.1	366.0
1978	5.1	24.4	68.8	87.4	72.5	32.4	12.1	302.8
1979	5.8	40.5	77.8	89.1	54.0	26.1	11.4	304.7
1980	2.1	25.5	86.6	93.5	62.3	19.8	5.4	295.3
1981	9.7	39.6	98.0	72.4	18.9	10.6	3.3	252.7
1982	0.0	14.6	58.9	92.7	42.8	4.3	0.9	214.2
1983	0.0	4.6	32.2	101.3	67.0	12.1	0.0	217.1
1984	0.0	22.5	59.0	89.4	45.1	0.5	0.0	216.5
1985	0.0	22.1	74.8	73.8	55.2	0.0	0.0	225.9
1986	0.0	14.3	67.7	78.6	62.7	0.0	0.0	223.3
1987	0.0	18.3	74.3	95.1	51.0	2.2	0.0	240.9
1988	1.9	26.8	90.8	88.2	46.8	0.0	0.0	254.6
1989	6.4	48.3	86.0	71.7	29.4	0.0	0.0	241.7
1990	0.0	22.9	97.7	73.3	41.5	0.0	0.0	235.5
1991	0.6	19.6	72.7	80.7	44.6	0.2	0.0	218.3
1992	8.7	37.2	81.3	67.9	9.1	0.0	0.0	204.2
1993	2.4	18.1	90.1	78.9	11.7	0.0	0.0	201.3
1994	1.9	27.4	98.6	84.2	44.5	2.6	0.8	260.0
1995	0.3	14.8	55.9	88.8	66.3	6.5	2.7	235.4
1996	5.1	59.2	84.2	73.4	42.9	9.1	2.0	276.0
1997	2.3	29.8	75.6	88.0	51.6	11.7	3.7	262.6
1998	1.9	44.2	86.5	78.5	63.2	18.8	3.2	296.4
1999	0.0	16.2	54.5	86.5	43.0	14.1	4.6	218.9
2000	4.8	43.2	71.3	58.1	32.1	12.4	2.2	224.1
2001	5.8	24.4	58.8	37.4	21.8	9.8	3.8	161.9
2002	6.2	28.0	54.2	41.0	16.9	4.3	1.8	152.3
2003	2.0	16.6	29.7	33.8	19.6	3.5	2.2	107.4
2004	0.1	10.2	18.1	15.0	11.0	2.1	0.4	57.0
2005	0.2	2.7	7.5	7.8	3.1	0.0	0.0	21.2
2006	0.4	4.9	8.9	6.5	2.1	0.8	0.1	23.8
2007	0.4	3.2	7.7	7.8	6.0	2.0	0.8	27.8
2008	0.3	4.8	7.1	6.7	5.5	2.9	0.8	28.1
2009	0.4	5.7	7.1	7.2	6.0	3.2	0.2	30.0
2010	0.6	5.4	8.7	7.2	5.8	4.3	1.4	33.3
2011	0.6	4.9	8.9	8.0	7.1	3.5	1.2	34.1
2012	0.7	3.0	5.0	3.8	3.6	1.4	0.7	18.2
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	4.3	32.4	61.0	58.3	40.9	14.5	5.7	217.2
Maximum	17.6	93.9	112.5	101.3	90.5	57.4	26.5	446.8
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	6.7	39.1	50.3	46.1	35.1	22.2	8.3	207.8
2006	0.3	6.0	12.7	9.1	1.4	0.0	0.0	29.5
2007	0.0	3.5	19.7	23.1	13.9	0.0	0.0	60.3
2008	0.0	6.9	23.3	35.5	19.8	1.1	0.0	86.6
2009	0.0	7.2	30.6	47.7	25.8	0.0	0.0	111.3
2010	0.0	7.9	35.1	54.4	25.3	2.6	0.0	125.3
2011	0.0	5.7	35.3	61.4	31.6	2.6	0.0	136.6
2012	2.2	16.5	55.2	42.2	17.3	0.0	0.0	133.4
2013	0.0	8.5	45.1	54.0	36.5	0.0	0.0	144.1
2014	0.0	5.0	38.9	55.3	31.1	4.5	0.0	134.8
2015	0.0	0.0	39.9	54.0	36.9	2.8	0.0	133.6
2016	0.0	3.6	42.7	63.0	23.5	5.1	0.0	138.0
2017	0.0	5.5	43.4	57.7	31.4	0.3	0.0	138.2
2018	1.7	20.0	50.9	40.2	20.9	0.0	0.0	133.6
2019	0.0	3.0	33.8	62.1	37.0	5.1	0.0	141.0
Average	0.2	2.3	9.3	11.8	6.5	0.8	0.1	30.9
Maximum	6.7	39.1	55.2	63.0	37.0	22.2	8.3	207.8
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	8.1	47.2	60.6	55.5	42.3	26.8	10.0	250.4
2006	0.3	7.2	15.3	11.0	1.7	0.0	0.0	35.6
2007	0.0	4.2	23.8	27.9	16.7	0.0	0.0	72.6
2008	0.0	8.4	28.1	42.8	23.8	1.3	0.0	104.3
2009	0.0	8.7	36.9	57.5	31.0	0.0	0.0	134.1
2010	0.0	9.5	42.3	65.6	30.4	3.2	0.0	151.0
2011	0.0	6.9	42.5	74.0	38.1	3.2	0.0	164.6
2012	2.6	19.9	66.6	50.9	20.8	0.0	0.0	160.7
2013	0.0	10.2	54.4	65.1	43.9	0.0	0.0	173.6
2014	0.0	6.0	46.9	66.7	37.4	5.4	0.0	162.4
2015	0.0	0.0	48.1	65.0	44.5	3.4	0.0	161.0
2016	0.0	4.4	51.5	75.9	28.3	6.1	0.0	166.2
2017	0.0	6.6	52.3	69.5	37.8	0.3	0.0	166.5
2018	2.1	24.0	61.3	48.4	25.1	0.0	0.0	161.0
2019	0.0	3.6	40.7	74.8	44.6	6.1	0.0	169.9
Average	0.2	2.8	11.2	14.2	7.8	0.9	0.2	37.2
Maximum	8.1	47.2	66.6	75.9	44.6	26.8	10.0	250.4
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	5.4	37.7	83.9	78.4	64.7	13.0	2.2	285.3
1961	3.7	45.4	88.5	77.9	63.4	18.2	5.8	302.8
1962	10.0	49.9	79.4	63.1	62.4	21.7	11.2	297.7
1963	8.2	59.8	80.8	85.8	64.5	35.6	18.4	353.1
1964	4.1	61.0	83.4	91.9	62.9	31.6	15.6	350.3
1965	8.8	64.3	89.4	81.8	73.4	33.3	20.3	371.4
1966	16.8	88.4	101.5	85.9	74.4	57.4	22.5	446.8
1967	15.1	67.9	88.2	74.4	67.6	44.3	26.5	384.0
1968	7.4	73.0	112.5	65.6	58.2	46.5	24.8	388.0
1969	17.6	83.8	69.9	91.0	85.0	28.5	4.9	380.6
1970	8.5	79.3	96.7	82.4	90.5	34.2	6.9	398.4
1971	12.8	61.7	109.2	73.7	75.6	43.7	16.0	392.7
1972	13.1	76.5	112.2	76.7	76.2	49.3	15.1	419.1
1973	7.5	63.7	103.5	81.4	85.1	43.3	21.7	406.3
1974	15.9	93.9	110.8	67.4	77.0	45.7	22.5	433.2
1975	7.1	69.0	91.1	82.7	78.8	31.6	17.4	377.6
1976	10.5	65.6	97.0	93.2	48.8	34.8	11.3	361.3
1977	8.1	55.1	100.0	73.9	77.0	36.8	15.1	366.0
1978	5.1	24.4	68.8	87.4	72.5	32.4	12.1	302.8
1979	5.8	40.5	77.8	89.1	54.0	26.1	11.4	304.7
1980	2.1	25.5	86.6	93.5	62.3	19.8	5.4	295.3
1981	9.7	39.6	98.0	72.4	18.9	10.6	3.3	252.7
1982	0.0	14.6	58.9	92.7	42.8	4.3	0.9	214.2
1983	0.0	4.6	32.2	101.3	67.0	12.1	0.0	217.1
1984	0.0	22.5	59.0	89.4	45.1	0.5	0.0	216.5
1985	0.0	22.1	74.8	73.8	55.2	0.0	0.0	225.9
1986	0.0	14.3	67.7	78.6	62.7	0.0	0.0	223.3
1987	0.0	18.3	74.3	95.1	51.0	2.2	0.0	240.9
1988	1.9	26.8	90.8	88.2	46.8	0.0	0.0	254.6
1989	6.4	48.3	86.0	71.7	29.4	0.0	0.0	241.7
1990	0.0	22.9	97.7	73.3	41.5	0.0	0.0	235.5
1991	0.6	19.6	72.7	80.7	44.6	0.2	0.0	218.3
1992	8.7	37.2	81.3	67.9	9.1	0.0	0.0	204.2
1993	2.4	18.1	90.1	78.9	11.7	0.0	0.0	201.3
1994	1.9	27.4	98.6	84.2	44.5	2.6	0.8	260.0
1995	0.3	14.8	55.9	88.8	66.3	6.5	2.7	235.4
1996	5.1	59.2	84.2	73.4	42.9	9.1	2.0	276.0
1997	2.3	29.8	75.6	88.0	51.6	11.7	3.7	262.6
1998	1.9	44.2	86.5	78.5	63.2	18.8	3.2	296.4
1999	0.0	16.2	54.5	86.5	43.0	14.1	4.6	218.9
2000	4.8	43.2	71.3	58.1	32.1	12.4	2.2	224.1
2001	5.8	24.4	58.8	37.4	21.8	9.8	3.8	161.9
2002	6.2	28.0	54.2	41.0	16.9	4.3	1.8	152.3
2003	2.0	16.6	29.7	33.8	19.6	3.5	2.2	107.4
2004	0.1	10.2	18.1	15.0	11.0	2.1	0.4	57.0
2005	8.2	49.8	68.1	63.3	45.4	26.8	10.0	271.6
2006	0.7	12.1	24.3	17.5	3.8	0.8	0.1	59.3
2007	0.4	7.4	31.4	35.6	22.7	2.0	0.8	100.5
2008	0.3	13.1	35.1	49.5	29.3	4.2	0.8	132.4
2009	0.4	14.4	44.0	64.7	37.1	3.2	0.2	164.0
2010	0.6	15.0	51.0	72.7	36.2	7.5	1.4	184.3
2011	0.6	11.8	51.3	82.0	45.2	6.7	1.2	198.7
2012	3.3	22.9	71.6	54.6	24.4	1.4	0.7	178.9
2013	0.0	10.2	54.4	65.1	43.9	0.0	0.0	173.6
2014	0.0	6.0	46.9	66.7	37.4	5.4	0.0	162.4
2015	0.0	0.0	48.1	65.0	44.5	3.4	0.0	161.0
2016	0.0	4.4	51.5	75.9	28.3	6.1	0.0	166.2
2017	0.0	6.6	52.3	69.5	37.8	0.3	0.0	166.5
2018	2.1	24.0	61.3	48.4	25.1	0.0	0.0	161.0
2019	0.0	3.6	40.7	74.8	44.6	6.1	0.0	169.9
Average	4.5	35.2	72.2	72.5	48.6	15.4	5.9	254.4
Maximum	17.6	93.9	112.5	101.3	90.5	57.4	26.5	446.8
Minimum	0.0	0.0	18.1	15.0	3.8	0.0	0.0	57.0

Year	Total Diversion Requirement Supplied by Surface Water							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	5.4	37.7	83.9	66.8	44.4	13.0	0.0	251.3
1961	0.0	45.4	57.0	52.9	32.7	15.5	0.0	203.6
1962	10.0	49.9	79.4	63.1	62.4	21.7	5.4	291.9
1963	8.2	32.4	31.9	42.6	14.0	1.1	0.0	130.2
1964	4.1	50.4	27.1	34.1	24.4	7.8	4.4	152.2
1965	5.1	64.3	89.4	81.8	73.4	28.2	16.4	358.7
1966	16.8	88.4	72.6	54.4	46.3	27.8	0.3	306.5
1967	15.1	32.1	37.8	45.3	36.2	21.9	5.6	193.9
1968	7.4	73.0	110.0	62.1	48.4	31.4	0.0	332.3
1969	17.6	76.1	69.9	84.5	36.8	15.4	2.8	303.0
1970	0.0	79.3	85.7	82.4	83.4	0.0	0.0	330.8
1971	12.8	28.8	29.5	23.9	13.1	9.0	0.0	116.9
1972	13.1	30.4	36.1	39.7	37.4	0.0	6.8	163.4
1973	3.8	63.7	103.5	81.4	76.1	10.6	0.0	339.2
1974	6.8	44.7	55.3	67.4	31.6	5.0	0.0	210.9
1975	5.9	69.0	91.1	82.7	62.8	13.1	0.0	324.5
1976	10.5	62.7	97.0	87.0	34.1	3.1	0.0	294.4
1977	8.1	29.3	40.0	34.1	16.4	17.9	6.4	152.3
1978	5.1	23.2	39.1	23.3	6.7	0.0	0.0	97.5
1979	5.8	40.5	77.8	89.1	46.8	8.8	0.0	268.8
1980	2.1	25.5	86.6	62.6	6.3	0.0	0.0	183.1
1981	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.5
1982	0.0	4.6	36.8	26.6	9.1	0.0	0.9	77.9
1983	0.0	4.6	32.2	77.1	0.0	0.0	0.0	113.8
1984	0.0	22.5	46.4	62.9	31.6	0.5	0.0	163.9
1985	0.0	22.1	74.8	37.9	10.3	0.0	0.0	145.2
1986	0.0	14.3	67.7	15.5	0.0	0.0	0.0	97.5
1987	0.0	18.3	67.7	83.8	10.3	2.2	0.0	182.5
1988	1.9	9.3	0.0	0.0	0.0	0.0	0.0	11.2
1989	6.4	3.2	0.0	23.4	7.3	0.0	0.0	40.3
1990	0.0	22.0	0.0	0.0	0.0	0.0	0.0	22.0
1991	0.6	19.6	27.9	18.0	8.6	0.2	0.0	74.8
1992	4.2	13.9	0.0	25.1	9.1	0.0	0.0	52.3
1993	2.4	18.1	90.1	78.9	11.7	0.0	0.0	201.3
1994	1.9	27.4	98.6	84.2	44.5	2.6	0.8	260.0
1995	0.3	14.8	55.9	88.8	66.3	6.5	2.7	235.4
1996	5.1	59.2	84.2	73.4	42.9	9.1	2.0	276.0
1997	2.3	29.8	75.6	88.0	51.6	11.7	3.7	262.6
1998	1.9	44.2	86.5	78.5	63.2	18.8	3.2	296.4
1999	0.0	16.2	54.5	86.5	43.0	14.1	4.6	218.9
2000	4.8	43.2	71.3	58.1	32.1	12.4	2.2	224.1
2001	5.8	24.4	58.8	37.4	21.8	9.8	3.8	161.9
2002	6.2	28.0	0.0	0.0	0.0	0.0	1.8	36.0
2003	2.0	16.6	11.1	33.8	0.0	3.5	2.2	69.2
2004	0.1	10.2	18.1	15.0	0.0	2.1	0.4	46.1
2005	8.2	49.8	68.1	63.3	45.4	0.0	10.0	244.8
2006	0.7	12.1	24.3	17.5	3.8	0.8	0.1	59.3
2007	0.4	7.4	31.4	35.6	22.7	2.0	0.8	100.5
2008	0.3	13.1	35.1	49.5	29.3	4.2	0.8	132.4
2009	0.4	14.4	44.0	64.7	37.1	3.2	0.2	164.0
2010	0.6	15.0	51.0	14.8	30.7	7.5	1.4	121.0
2011	0.6	11.8	8.8	0.0	0.0	6.7	1.2	29.1
2012	3.3	22.9	0.0	0.0	24.4	1.4	0.0	52.0
2013	0.0	10.2	0.0	0.0	0.0	0.0	0.0	10.2
2014	0.0	6.0	46.9	0.0	18.9	5.4	0.0	77.2
2015	0.0	0.0	7.8	0.0	13.0	3.4	0.0	24.2
2016	0.0	4.4	51.5	16.4	28.3	6.1	0.0	106.7
2017	0.0	6.6	52.3	58.4	29.2	0.3	0.0	146.8
2018	2.1	24.0	20.0	48.4	11.3	0.0	0.0	105.9
2019	0.0	3.6	40.7	74.8	44.6	6.1	0.0	169.9
Average	3.8	28.9	49.0	46.6	27.3	6.5	1.5	163.7
Maximum	17.6	88.4	110.0	89.1	83.4	31.4	16.4	358.7
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5

Year	Diversion Not Supplied By Surface Water								Metered Diversion
SW 11	April	May	June	July	August	September	October	Total	2008507
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	11.6	20.3	0.0	2.2	34.1	
1961	3.7	0.0	31.4	25.0	30.7	2.6	5.8	99.2	
1962	0.0	0.0	0.0	0.0	0.0	0.0	5.8	5.8	
1963	0.0	27.4	49.0	43.2	50.5	34.5	18.4	222.9	
1964	0.0	10.5	56.3	57.8	38.5	23.7	11.2	198.1	
1965	3.7	0.0	0.0	0.0	0.0	5.1	3.9	12.7	
1966	0.0	0.0	28.8	31.5	28.0	29.6	22.2	140.3	
1967	0.0	35.8	50.4	29.1	31.3	22.5	20.9	190.0	
1968	0.0	0.0	2.5	3.5	9.8	15.1	24.8	55.7	
1969	0.0	7.7	0.0	6.4	48.2	13.1	2.1	77.5	
1970	8.5	0.0	11.0	0.0	7.1	34.2	6.9	67.7	
1971	0.0	33.0	79.7	49.9	62.5	34.7	16.0	275.8	
1972	0.0	46.1	76.2	37.0	38.8	49.3	8.3	255.6	
1973	3.7	0.0	0.0	0.0	9.1	32.6	21.7	67.1	
1974	9.1	49.2	55.6	0.0	45.4	40.7	22.5	222.4	
1975	1.2	0.0	0.0	0.0	16.1	18.5	17.4	53.2	
1976	0.0	3.0	0.0	6.2	14.7	31.6	11.3	66.8	
1977	0.0	25.8	60.0	39.7	60.6	19.0	8.7	213.8	
1978	0.0	1.2	29.7	64.1	65.8	32.4	12.1	205.3	
1979	0.0	0.0	0.0	0.0	7.2	17.3	11.4	35.9	
1980	0.0	0.0	0.0	30.9	56.0	19.8	5.4	112.2	
1981	9.2	39.6	98.0	72.4	18.9	10.6	3.3	252.2	
1982	0.0	10.0	22.1	66.1	33.7	4.3	0.0	136.3	
1983	0.0	0.0	0.0	24.2	67.0	12.1	0.0	103.3	
1984	0.0	0.0	12.5	26.5	13.5	0.0	0.0	52.6	
1985	0.0	0.0	0.0	35.9	44.9	0.0	0.0	80.7	
1986	0.0	0.0	0.0	63.1	62.7	0.0	0.0	125.8	
1987	0.0	0.0	6.5	11.3	40.7	0.0	0.0	58.5	
1988	0.0	17.5	90.8	88.2	46.8	0.0	0.0	243.4	
1989	0.0	45.1	86.0	48.3	22.0	0.0	0.0	201.4	
1990	0.0	0.9	97.7	73.3	41.5	0.0	0.0	213.4	
1991	0.0	0.0	44.8	62.7	36.0	0.0	0.0	143.5	
1992	4.5	23.3	81.3	42.7	0.0	0.0	0.0	151.9	
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2002	0.0	0.0	54.2	41.0	16.9	4.3	0.0	116.3	
2003	0.0	0.0	18.6	0.0	19.6	0.0	0.0	38.2	
2004	0.0	0.0	0.0	0.0	11.0	0.0	0.0	11.0	
2005	0.0	0.0	0.0	0.0	0.0	26.8	0.0	26.8	
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3
2010	0.0	0.0	0.0	57.9	5.5	0.0	0.0	63.3	43.3
2011	0.0	0.0	42.5	82.0	45.2	0.0	0.0	169.6	173.9
2012	0.0	0.0	71.6	54.6	0.0	0.0	0.7	126.9	98.5
2013	0.0	0.0	54.4	65.1	43.9	0.0	0.0	163.4	160.9
2014	0.0	0.0	0.0	66.7	18.5	0.0	0.0	85.2	66.9
2015	0.0	0.0	40.3	65.0	31.4	0.0	0.0	136.7	22.3
2016	0.0	0.0	0.0	59.5	0.0	0.0	0.0	59.5	8.1
2017	0.0	0.0	0.0	11.1	8.6	0.0	0.0	19.7	4.5
2018	0.0	0.0	41.3	0.0	13.8	0.0	0.0	55.1	40.9
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.9
Average	0.7	6.3	23.2	25.9	21.4	8.9	4.4	90.8	56.9
Maximum	9.2	49.2	98.0	88.2	67.0	49.3	24.8	275.8	173.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3

Year	Surface Water Remaining							
SW 11	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	13.3	42.5	4.7	0.0	0.0	6.5	0.0	66.9
1961	0.0	35.6	0.0	0.0	0.0	0.0	0.0	35.6
1962	27.6	82.9	29.5	26.5	40.9	18.3	0.0	225.9
1963	10.1	0.0	0.0	0.0	0.0	0.0	0.0	10.1
1964	3.9	0.0	0.0	0.0	0.0	0.0	0.0	3.9
1965	0.0	9.2	37.4	41.8	3.1	0.0	0.0	91.5
1966	20.1	40.1	0.0	0.0	0.0	0.0	0.0	60.2
1967	4.5	0.0	0.0	0.0	0.0	0.0	0.0	4.5
1968	9.1	8.5	0.0	0.0	0.0	0.0	0.0	17.6
1969	42.8	0.0	16.5	0.0	0.0	0.0	0.0	59.4
1970	0.0	10.5	0.0	27.5	0.0	0.0	0.0	38.0
1971	12.8	0.0	0.0	0.0	0.0	0.0	0.0	12.8
1972	15.3	0.0	0.0	0.0	0.0	0.0	0.0	15.3
1973	0.0	5.6	0.0	19.5	0.0	0.0	0.0	25.2
1974	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.2
1975	0.0	4.9	17.5	19.7	0.0	0.0	0.0	42.1
1976	13.7	0.0	15.2	0.0	0.0	0.0	0.0	28.9
1977	5.2	0.0	0.0	0.0	0.0	0.0	0.0	5.2
1978	9.9	0.0	0.0	0.0	0.0	0.0	0.0	9.9
1979	6.0	6.0	44.7	15.1	0.0	0.0	0.0	71.8
1980	13.9	0.0	21.6	0.0	0.0	0.0	0.0	35.6
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	20.6	0.0	0.0	0.0	0.0	0.0	11.1	31.7
1983	37.5	55.8	38.2	0.0	0.0	0.0	5.5	137.0
1984	12.7	50.4	0.0	0.0	0.0	15.7	19.9	98.7
1985	36.8	6.2	22.5	0.0	0.0	19.7	3.6	88.7
1986	35.3	31.5	6.8	0.0	0.0	10.5	5.0	89.1
1987	15.2	41.3	0.0	0.0	0.0	16.7	11.3	84.5
1988	5.7	0.0	0.0	0.0	0.0	23.1	8.0	36.9
1989	15.9	0.0	0.0	0.0	0.0	7.6	16.6	40.1
1990	12.2	0.0	0.0	0.0	0.0	5.3	19.1	36.6
1991	15.4	63.4	0.0	0.0	0.0	38.6	24.4	141.9
1992	0.0	0.0	0.0	0.0	18.5	0.4	23.5	42.4
1993	28.8	116.9	123.1	108.5	0.9	0.0	29.3	407.5
1994	47.3	157.4	194.3	289.6	142.7	107.7	103.6	1042.6
1995	54.0	238.8	393.8	387.1	292.4	118.0	102.6	1586.7
1996	90.5	55.7	17.0	59.6	59.2	54.8	25.7	362.4
1997	65.9	175.0	301.0	310.5	25.4	84.5	40.6	1002.8
1998	23.6	222.6	296.3	194.8	17.5	61.2	59.8	875.8
1999	91.1	163.6	299.7	174.8	98.3	136.2	147.7	1111.5
2000	41.3	71.0	44.2	77.7	27.0	10.3	58.9	330.3
2001	22.2	300.5	74.6	143.0	140.6	39.3	22.0	742.4
2002	22.6	41.9	0.0	0.0	0.0	0.0	9.2	73.8
2003	32.6	4.9	0.0	19.7	0.0	25.8	33.9	116.8
2004	15.7	51.4	47.6	171.8	0.0	35.2	54.7	376.4
2005	39.4	69.3	83.7	125.5	8.9	0.0	18.6	345.4
2006	43.3	7.4	17.1	74.2	43.2	37.3	53.5	275.9
2007	38.0	117.8	84.1	142.3	85.1	68.4	52.9	588.6
2008	65.6	112.3	151.6	102.8	58.2	40.7	48.2	579.4
2009	50.4	315.1	84.2	50.9	115.4	68.4	33.7	718.2
2010	33.4	119.8	38.8	0.0	0.0	21.8	19.7	233.4
2011	35.5	30.7	0.0	0.0	0.0	13.4	42.6	122.3
2012	47.2	9.2	0.0	0.0	34.4	25.4	0.0	116.3
2013	37.7	33.2	0.0	0.0	0.0	65.3	48.7	185.0
2014	59.0	89.3	13.1	0.0	0.0	17.3	48.4	227.2
2015	51.1	66.9	0.0	0.0	0.0	13.2	27.0	158.1
2016	62.6	83.1	42.8	0.0	18.0	34.6	52.1	293.1
2017	86.3	101.6	65.5	0.0	0.0	115.7	70.7	439.8
2018	61.9	20.4	0.0	5.2	0.0	0.0	10.7	98.2
2019	58.2	66.1	165.6	45.6	10.0	50.4	76.1	472.0
Average	28.7	55.6	46.5	43.9	20.7	23.5	24.0	242.8
Maximum	91.1	315.1	393.8	387.1	292.4	136.2	147.7	1586.7
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Alfalfa		Small Grain		Total	
NW 14	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	75.5	0.0	21.9	0.0	97.4	0.0
1961	68.7	0.0	35.2	0.0	103.8	0.0
1962	61.9	0.0	48.4	0.0	110.3	0.0
1963	55.1	0.0	61.7	0.0	116.7	0.0
1964	48.2	0.0	74.9	0.0	123.1	0.0
1965	41.4	0.0	88.2	0.0	129.6	0.0
1966	34.6	0.0	101.4	0.0	136.0	0.0
1967	32.7	12.2	0.0	0.0	32.7	12.2
1968	30.8	24.3	0.0	0.0	30.8	24.3
1969	28.9	36.5	0.0	0.0	28.9	36.5
1970	27.0	48.7	0.0	0.0	27.0	48.7
1971	25.0	60.8	0.0	0.0	25.0	60.8
1972	23.1	73.0	0.0	0.0	23.1	73.0
1973	21.2	85.2	0.0	0.0	21.2	85.2
1974	19.3	97.3	0.0	0.0	19.3	97.3
1975	17.4	109.5	0.0	0.0	17.4	109.5
1976	11.6	73.0	0.0	36.5	11.6	109.5
1977	5.8	36.5	0.0	73.0	5.8	109.5
1978	0.0	0.0	0.0	109.5	0.0	109.5
1979	0.0	21.9	2.3	87.6	2.3	109.5
1980	0.0	43.8	4.7	65.7	4.7	109.5
1981	0.0	65.7	7.0	43.8	7.0	109.5
1982	0.0	87.6	9.4	21.9	9.4	109.5
1983	0.0	109.5	11.7	0.0	11.7	109.5
1984	0.0	54.8	5.9	0.0	5.9	54.8
1985	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	13.9	31.4	13.9	31.4
1987	0.0	0.0	27.9	62.8	27.9	62.8
1988	0.0	0.0	41.8	94.2	41.8	94.2
1989	41.8	0.0	0.0	94.2	41.8	94.2
1990	31.4	0.0	0.0	94.2	31.4	94.2
1991	20.9	0.0	0.0	94.2	20.9	94.2
1992	10.5	0.0	0.0	94.2	10.5	94.2
1993	0.0	0.0	0.0	94.2	0.0	94.2
1994	8.4	0.0	0.0	94.2	8.4	94.2
1995	16.7	0.0	0.0	94.2	16.7	94.2
1996	25.1	0.0	0.0	94.2	25.1	94.2
1997	33.4	0.0	0.0	94.2	33.4	94.2
1998	41.8	0.0	0.0	94.2	41.8	94.2
1999	35.8	2.4	2.4	94.2	38.2	96.6
2000	29.9	4.9	4.8	94.2	34.6	99.1
2001	23.9	7.3	7.2	94.2	31.0	101.5
2002	17.9	9.8	9.5	94.2	27.5	104.0
2003	11.9	12.2	11.9	94.2	23.9	106.4
2004	6.0	14.7	14.3	94.2	20.3	108.9
2005	0.0	17.1	16.7	94.2	16.7	111.3
2006	1.1	40.7	12.5	70.7	13.6	111.3
2007	2.2	64.2	8.4	47.1	10.5	111.3
2008	3.2	87.8	4.2	23.6	7.4	111.3
2009	4.3	111.3	0.0	0.0	4.3	111.3
2010	2.2	111.3	0.0	0.0	2.2	111.3
2011	0.0	111.3	0.0	0.0	0.0	111.3
2012	0.0	64.2	0.0	51.1	0.0	115.3
2013	0.0	17.1	0.0	102.1	0.0	119.2
2014	0.0	8.6	0.0	110.7	0.0	119.2
2015	0.0	0.0	0.0	119.2	0.0	119.2
2016	0.0	0.0	0.0	106.7	0.0	106.7
2017	0.0	25.0	0.0	94.2	0.0	119.2
2018	0.0	25.0	0.0	94.2	0.0	119.2
2019	0.0	25.0	0.0	94.2	0.0	119.2
Average	16.6	30.0	10.8	52.4	27.4	82.4
Maximum	75.5	111.3	101.4	119.2	136.0	119.2
Minimum	0.0	0.0	0.0	0.0	0.0	0.0
Average %	61%	36%	39%	64%		
	Alfalfa		Small Grain			
Average %	42%		58%			

Year	Flood IWR							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	5.7	28.5	45.3	37.7	37.7	16.4	2.7	174.0
1961	3.0	30.4	49.4	39.5	35.9	15.0	4.9	178.1
1962	5.9	28.9	45.0	35.7	36.0	13.1	6.8	171.5
1963	3.9	31.1	47.1	52.0	36.2	15.9	8.2	194.5
1964	1.4	27.9	49.8	59.2	31.4	10.5	5.2	185.3
1965	2.3	26.7	54.9	56.1	38.6	8.3	5.1	192.1
1966	5.7	40.6	69.4	58.8	27.6	10.6	4.2	216.9
1967	2.6	11.9	15.4	13.0	11.8	7.8	4.6	67.2
1968	1.2	12.0	18.5	10.8	9.6	7.7	4.1	63.9
1969	2.7	12.9	10.8	14.1	13.1	4.4	0.8	58.8
1970	1.2	11.4	13.9	11.9	13.1	4.9	1.0	57.5
1971	1.7	8.3	14.6	9.9	10.1	5.9	2.1	52.6
1972	1.6	9.5	13.9	9.5	9.4	6.1	1.9	51.9
1973	0.9	7.2	11.8	9.3	9.7	4.9	2.5	46.1
1974	1.6	9.7	11.5	7.0	8.0	4.7	2.3	44.8
1975	0.7	6.4	8.5	7.7	7.3	2.9	1.6	35.2
1976	0.7	4.4	6.1	5.9	3.3	2.5	0.8	23.7
1977	0.3	2.1	3.3	2.3	2.6	1.5	0.6	12.7
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.2	0.9	1.2	0.5	0.0	0.0	2.8
1980	0.0	0.2	2.0	2.6	1.4	0.1	0.0	6.3
1981	0.3	1.3	3.8	2.7	0.3	0.0	0.0	8.4
1982	0.0	0.5	2.9	5.0	2.1	0.0	0.0	10.5
1983	0.0	0.3	2.1	6.6	4.4	0.8	0.0	14.2
1984	0.0	0.7	1.8	2.8	1.4	0.0	0.0	6.8
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	1.0	4.8	5.6	4.5	0.0	0.0	16.0
1987	0.0	2.6	10.6	13.6	7.3	0.3	0.0	34.5
1988	0.4	5.8	19.5	18.9	10.1	0.0	0.0	54.7
1989	3.1	18.6	19.6	16.8	19.0	9.1	3.7	90.0
1990	1.1	10.1	18.3	12.1	12.3	4.5	2.6	61.0
1991	0.9	7.4	10.0	7.8	7.1	4.8	1.7	39.6
1992	1.0	3.7	4.5	4.1	3.6	2.3	1.3	20.5
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.5	2.9	4.8	3.8	3.7	1.7	0.5	17.9
1995	0.2	4.5	6.6	6.0	7.0	3.4	1.7	29.4
1996	1.9	13.3	12.0	10.1	10.5	5.8	1.3	54.9
1997	1.4	11.4	15.8	13.7	11.3	7.5	2.3	63.2
1998	1.2	17.1	22.0	15.2	16.5	11.4	2.0	85.5
1999	0.0	8.3	15.6	16.2	11.6	7.2	3.0	61.9
2000	2.2	14.5	17.9	14.6	12.6	7.9	1.4	71.1
2001	2.4	9.0	15.8	10.2	9.4	6.3	2.4	55.6
2002	2.2	9.6	16.0	12.6	8.5	2.7	1.2	52.8
2003	1.0	7.1	10.8	11.9	7.9	2.2	1.4	42.4
2004	0.1	5.2	8.7	7.2	5.5	1.4	0.3	28.3
2005	0.2	2.6	7.2	7.5	3.0	0.0	0.0	20.4
2006	0.2	3.4	6.9	5.0	1.0	0.2	0.0	16.9
2007	0.1	1.2	4.3	4.8	3.2	0.5	0.2	14.4
2008	0.1	1.5	2.7	3.1	2.2	0.8	0.2	10.5
2009	0.1	1.4	1.8	1.8	1.5	0.8	0.0	7.4
2010	0.1	0.7	1.1	0.9	0.7	0.5	0.2	4.1
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	1.1	7.9	12.7	11.4	8.9	3.8	1.4	47.1
Maximum	5.9	40.6	69.4	59.2	38.6	16.4	8.2	216.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	9.6	47.5	75.5	62.9	62.8	27.3	4.6	290.1
1961	5.0	50.7	82.4	65.8	59.8	25.0	8.1	296.9
1962	9.8	48.2	75.1	59.5	60.1	21.8	11.3	285.8
1963	6.4	51.9	78.4	86.7	60.4	26.6	13.7	324.1
1964	2.3	46.4	83.0	98.7	52.3	17.6	8.7	308.9
1965	3.9	44.5	91.5	93.5	64.3	13.9	8.5	320.1
1966	9.5	67.7	115.7	98.0	46.1	17.7	6.9	361.5
1967	4.4	19.8	25.7	21.7	19.7	12.9	7.7	112.0
1968	2.0	20.0	30.9	18.0	16.0	12.8	6.8	106.5
1969	4.5	21.6	18.0	23.4	21.9	7.3	1.3	98.0
1970	2.0	19.1	23.2	19.8	21.8	8.2	1.7	95.8
1971	2.9	13.8	24.4	16.5	16.9	9.8	3.6	87.7
1972	2.7	15.8	23.2	15.8	15.7	10.2	3.1	86.5
1973	1.4	12.1	19.6	15.4	16.1	8.2	4.1	76.9
1974	2.7	16.2	19.1	11.6	13.3	7.9	3.9	74.6
1975	1.1	10.7	14.1	12.8	12.2	4.9	2.7	58.6
1976	1.2	7.3	10.2	9.8	5.5	4.1	1.3	39.6
1977	0.5	3.4	5.5	3.8	4.3	2.5	1.0	21.1
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.4	1.5	1.9	0.9	0.0	0.0	4.7
1980	0.0	0.4	3.3	4.3	2.4	0.1	0.0	10.5
1981	0.5	2.1	6.3	4.6	0.5	0.0	0.0	13.9
1982	0.0	0.8	4.8	8.3	3.5	0.0	0.0	17.5
1983	0.0	0.5	3.5	11.0	7.3	1.3	0.0	23.7
1984	0.0	1.2	3.1	4.7	2.4	0.0	0.0	11.3
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	1.7	8.1	9.4	7.5	0.0	0.0	26.6
1987	0.0	4.4	17.7	22.7	12.2	0.5	0.0	57.5
1988	0.7	9.6	32.5	31.6	16.8	0.0	0.0	91.1
1989	5.2	31.1	32.6	28.0	31.7	15.2	6.1	150.0
1990	1.9	16.8	30.4	20.2	20.5	7.5	4.3	101.7
1991	1.6	12.3	16.6	13.1	11.8	7.9	2.8	66.0
1992	1.7	6.1	7.5	6.8	6.0	3.9	2.1	34.1
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.9	4.8	8.0	6.3	6.1	2.8	0.9	29.8
1995	0.3	7.5	11.0	10.0	11.6	5.6	2.9	49.0
1996	3.1	22.1	20.0	16.8	17.5	9.7	2.1	91.4
1997	2.3	18.9	26.3	22.8	18.8	12.4	3.9	105.4
1998	2.1	28.5	36.7	25.3	27.5	18.9	3.4	142.5
1999	0.0	13.8	26.0	27.0	19.3	12.0	4.9	103.1
2000	3.6	24.2	29.9	24.3	20.9	13.2	2.3	118.5
2001	4.0	15.0	26.4	17.0	15.6	10.5	4.1	92.6
2002	3.7	16.1	26.7	20.9	14.1	4.6	1.9	88.0
2003	1.7	11.9	18.0	19.9	13.2	3.7	2.4	70.7
2004	0.2	8.7	14.5	11.9	9.1	2.3	0.5	47.2
2005	0.3	4.3	12.0	12.5	5.0	0.0	0.0	34.0
2006	0.3	5.7	11.6	8.3	1.7	0.3	0.1	28.1
2007	0.2	2.0	7.2	8.0	5.3	0.8	0.3	23.9
2008	0.1	2.5	4.5	5.2	3.6	1.3	0.3	17.6
2009	0.2	2.4	2.9	3.0	2.5	1.3	0.1	12.4
2010	0.1	1.1	1.8	1.5	1.2	0.9	0.3	6.9
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average	1.8	13.2	21.1	19.0	14.8	6.3	2.4	78.6
Maximum	9.8	67.7	115.7	98.7	64.3	27.3	13.7	361.5
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.0	4.4	5.7	4.8	4.4	2.9	1.7	25.0
1968	1.0	9.5	14.7	8.5	7.6	6.1	3.2	50.5
1969	3.4	16.4	13.7	17.8	16.6	5.6	1.0	74.3
1970	2.2	20.7	25.2	21.5	23.6	8.9	1.8	103.8
1971	4.2	20.1	35.5	24.0	24.6	14.2	5.2	127.9
1972	5.1	29.9	43.9	30.0	29.8	19.2	5.9	163.7
1973	3.4	29.1	47.2	37.1	38.8	19.7	9.9	185.2
1974	8.3	48.9	57.7	35.1	40.1	23.8	11.7	225.7
1975	4.2	40.4	53.4	48.5	46.2	18.5	10.2	221.3
1976	4.9	33.7	55.8	54.0	24.0	15.5	5.1	193.0
1977	2.3	21.8	53.8	45.6	40.0	9.9	3.9	177.3
1978	0.0	0.9	30.3	61.7	37.9	6.0	0.0	136.8
1979	1.7	16.1	43.4	53.8	27.8	6.3	2.7	151.7
1980	1.3	15.7	52.3	56.1	37.6	12.4	3.4	178.9
1981	7.9	29.3	60.1	45.3	20.6	14.9	4.7	182.8
1982	0.0	25.3	45.7	47.1	32.0	14.8	3.4	168.2
1983	0.0	21.6	34.6	48.1	49.2	26.2	9.7	189.3
1984	1.1	21.7	23.1	21.9	18.0	11.7	1.6	99.1
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	2.3	10.9	12.7	10.1	0.0	0.0	36.0
1987	0.0	5.9	24.0	30.7	16.5	0.7	0.0	77.7
1988	0.9	13.0	43.9	42.7	22.7	0.0	0.0	123.2
1989	3.1	23.4	41.6	34.7	14.2	0.0	0.0	117.0
1990	0.0	11.1	47.3	35.5	20.1	0.0	0.0	113.9
1991	0.3	9.5	35.2	39.0	21.6	0.1	0.0	105.6
1992	4.2	18.0	39.4	32.8	4.4	0.0	0.0	98.8
1993	1.2	8.8	43.6	38.2	5.7	0.0	0.0	97.4
1994	0.5	11.9	47.3	40.6	20.1	0.0	0.0	120.4
1995	0.0	4.3	25.5	44.4	31.0	0.7	0.0	105.9
1996	1.3	23.3	39.7	34.9	16.1	0.0	0.0	115.3
1997	0.2	8.0	33.7	44.1	22.4	0.0	0.0	108.4
1998	0.0	12.7	37.9	39.9	27.2	0.8	0.0	118.5
1999	0.0	3.4	26.9	53.6	22.2	2.9	0.2	109.1
2000	1.8	23.7	47.9	39.1	15.0	1.3	0.2	129.0
2001	3.5	16.3	49.4	31.3	12.3	1.9	0.7	115.5
2002	6.0	28.1	60.1	44.5	11.1	1.5	0.6	151.9
2003	2.1	21.8	45.4	52.8	27.4	2.3	1.4	153.1
2004	0.2	23.7	45.7	38.3	26.4	3.4	0.7	138.2
2005	2.0	21.1	49.3	50.1	22.9	3.8	1.4	150.7
2006	3.0	34.0	57.6	42.0	17.1	7.6	1.2	162.3
2007	2.8	22.3	50.1	49.8	39.6	15.0	6.1	185.6
2008	1.9	31.8	46.1	42.9	35.8	19.4	5.3	183.1
2009	2.7	36.9	45.7	46.4	38.6	20.8	1.3	192.3
2010	3.8	34.9	55.8	45.9	37.1	27.8	8.8	214.1
2011	3.6	31.7	57.0	51.1	45.4	22.4	7.8	218.9
2012	6.3	30.3	63.9	48.3	34.7	10.7	5.1	199.4
2013	0.5	13.1	51.0	56.6	40.7	3.6	1.6	167.0
2014	0.0	7.3	43.3	58.5	34.2	6.7	0.7	150.7
2015	0.0	0.0	43.0	58.1	39.8	3.0	0.0	144.0
2016	0.0	3.5	41.2	60.8	22.7	4.9	0.0	133.1
2017	0.2	11.6	50.9	59.0	35.7	4.6	1.2	163.2
2018	3.4	27.2	56.5	43.9	27.6	6.2	1.7	166.4
2019	0.7	8.6	40.1	63.5	41.9	10.9	0.9	166.7
Average	1.8	16.5	36.5	36.1	23.0	7.0	2.2	123.1
Maximum	8.3	48.9	63.9	63.5	49.2	27.8	11.7	225.7
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler Diversion Requirement							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.2	5.3	6.9	5.8	5.3	3.5	2.1	30.1
1968	1.2	11.5	17.7	10.3	9.1	7.3	3.9	60.9
1969	4.1	19.7	16.5	21.4	20.0	6.7	1.2	89.6
1970	2.7	24.9	30.3	25.8	28.4	10.7	2.2	125.0
1971	5.0	24.2	42.8	28.9	29.7	17.2	6.3	154.1
1972	6.2	36.0	52.8	36.1	35.9	23.2	7.1	197.3
1973	4.1	35.0	56.8	44.7	46.8	23.8	11.9	223.1
1974	10.0	58.9	69.6	42.3	48.3	28.7	14.1	271.9
1975	5.0	48.7	64.4	58.4	55.7	22.3	12.3	266.7
1976	5.9	40.5	67.3	65.1	29.0	18.7	6.1	232.6
1977	2.7	26.3	64.8	55.0	48.2	11.9	4.7	213.7
1978	0.0	1.1	36.5	74.4	45.7	7.2	0.0	164.8
1979	2.0	19.4	52.3	64.8	33.4	7.6	3.2	182.8
1980	1.6	19.0	63.1	67.6	45.4	14.9	4.1	215.6
1981	9.5	35.2	72.4	54.5	24.9	18.0	5.7	220.2
1982	0.0	30.5	55.1	56.7	38.5	17.8	4.1	202.7
1983	0.0	26.0	41.6	57.9	59.2	31.5	11.7	228.1
1984	1.4	26.2	27.8	26.4	21.6	14.1	2.0	119.4
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	2.8	13.2	15.3	12.2	0.0	0.0	43.4
1987	0.0	7.1	28.9	37.0	19.8	0.9	0.0	93.6
1988	1.1	15.6	52.9	51.4	27.3	0.0	0.0	148.4
1989	3.7	28.1	50.1	41.8	17.1	0.0	0.0	140.9
1990	0.0	13.4	57.0	42.7	24.2	0.0	0.0	137.3
1991	0.4	11.4	42.4	47.0	26.0	0.1	0.0	127.3
1992	5.1	21.7	47.4	39.6	5.3	0.0	0.0	119.1
1993	1.4	10.6	52.6	46.0	6.8	0.0	0.0	117.4
1994	0.7	14.3	57.0	48.9	24.2	0.0	0.0	145.1
1995	0.0	5.2	30.7	53.5	37.3	0.8	0.0	127.6
1996	1.6	28.1	47.8	42.1	19.4	0.0	0.0	138.9
1997	0.2	9.6	40.6	53.1	27.0	0.0	0.0	130.6
1998	0.0	15.3	45.6	48.1	32.8	0.9	0.0	142.8
1999	0.0	4.0	32.4	64.5	26.7	3.5	0.2	131.4
2000	2.2	28.5	57.7	47.1	18.1	1.6	0.3	155.5
2001	4.2	19.7	59.6	37.7	14.8	2.3	0.9	139.1
2002	7.2	33.8	72.5	53.6	13.3	1.8	0.8	183.0
2003	2.5	26.3	54.7	63.6	33.0	2.8	1.7	184.5
2004	0.3	28.5	55.0	46.1	31.8	4.0	0.8	166.5
2005	2.4	25.4	59.4	60.3	27.6	4.6	1.7	181.5
2006	3.6	41.0	69.4	50.6	20.6	9.1	1.4	195.6
2007	3.4	26.9	60.3	60.0	47.7	18.0	7.3	223.7
2008	2.3	38.3	55.5	51.6	43.2	23.3	6.4	220.6
2009	3.2	44.4	55.0	55.9	46.5	25.1	1.5	231.7
2010	4.5	42.1	67.2	55.4	44.6	33.5	10.6	257.9
2011	4.3	38.2	68.6	61.5	54.7	27.0	9.4	263.8
2012	7.6	36.5	77.0	58.2	41.8	12.9	6.1	240.2
2013	0.6	15.8	61.4	68.1	49.0	4.3	1.9	201.2
2014	0.0	8.8	52.2	70.5	41.2	8.1	0.9	181.6
2015	0.0	0.0	51.8	70.1	47.9	3.7	0.0	173.5
2016	0.0	4.2	49.7	73.2	27.3	5.9	0.0	160.4
2017	0.3	13.9	61.3	71.0	43.1	5.6	1.4	196.7
2018	4.1	32.7	68.1	52.8	33.3	7.4	2.0	200.5
2019	0.9	10.4	48.3	76.5	50.5	13.2	1.1	200.8
Average	2.2	19.9	44.0	43.5	27.7	8.4	2.7	148.3
Maximum	10.0	58.9	77.0	76.5	59.2	33.5	14.1	271.9
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	9.6	47.5	75.5	62.9	62.8	27.3	4.6	290.1
1961	5.0	50.7	82.4	65.8	59.8	25.0	8.1	296.9
1962	9.8	48.2	75.1	59.5	60.1	21.8	11.3	285.8
1963	6.4	51.9	78.4	86.7	60.4	26.6	13.7	324.1
1964	2.3	46.4	83.0	98.7	52.3	17.6	8.7	308.9
1965	3.9	44.5	91.5	93.5	64.3	13.9	8.5	320.1
1966	9.5	67.7	115.7	98.0	46.1	17.7	6.9	361.5
1967	5.6	25.1	32.6	27.5	25.0	16.4	9.8	142.1
1968	3.2	31.5	48.6	28.3	25.1	20.1	10.7	167.4
1969	8.7	41.3	34.4	44.8	41.9	14.0	2.4	187.6
1970	4.7	43.9	53.6	45.7	50.2	18.9	3.8	220.8
1971	7.9	38.0	67.2	45.4	46.5	26.9	9.9	241.8
1972	8.9	51.8	76.0	51.9	51.6	33.4	10.2	283.8
1973	5.6	47.1	76.4	60.1	62.9	31.9	16.0	300.0
1974	12.7	75.1	88.7	53.9	61.6	36.6	18.0	346.6
1975	6.1	59.4	78.5	71.2	67.9	27.2	15.0	325.3
1976	7.1	47.9	77.5	74.9	34.5	22.8	7.4	272.1
1977	3.3	29.7	70.3	58.7	52.5	14.4	5.8	234.8
1978	0.0	1.1	36.5	74.4	45.7	7.2	0.0	164.8
1979	2.1	19.8	53.7	66.7	34.3	7.6	3.2	187.5
1980	1.6	19.4	66.4	71.9	47.8	15.0	4.1	226.1
1981	10.0	37.4	78.7	59.1	25.4	18.0	5.7	234.2
1982	0.0	31.3	59.9	65.0	42.1	17.8	4.1	220.2
1983	0.0	26.5	45.1	69.0	66.5	32.8	11.7	251.7
1984	1.4	27.4	30.9	31.0	24.0	14.2	2.0	130.7
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	4.5	21.2	24.7	19.7	0.0	0.0	70.0
1987	0.0	11.5	46.6	59.7	32.0	1.4	0.0	151.1
1988	1.8	25.2	85.4	83.0	44.1	0.0	0.0	239.5
1989	9.0	59.2	82.7	69.8	48.9	15.2	6.1	290.9
1990	1.9	30.2	87.4	62.9	44.7	7.5	4.3	238.9
1991	2.0	23.7	59.0	60.1	37.8	8.0	2.8	193.3
1992	6.7	27.8	55.0	46.3	11.3	3.9	2.1	153.1
1993	1.4	10.6	52.6	46.0	6.8	0.0	0.0	117.4
1994	1.5	19.1	65.0	55.2	30.3	2.8	0.9	174.8
1995	0.3	12.7	41.7	63.5	49.0	6.5	2.9	176.6
1996	4.7	50.2	67.8	58.9	36.9	9.7	2.1	230.3
1997	2.4	28.6	66.9	75.9	45.9	12.4	3.9	236.0
1998	2.1	43.9	82.4	73.4	60.3	19.9	3.4	285.3
1999	0.0	17.9	58.4	91.6	46.0	15.5	5.2	234.5
2000	5.8	52.7	87.6	71.4	39.0	14.8	2.6	273.9
2001	8.2	34.7	86.0	54.7	30.4	12.8	5.0	231.7
2002	10.9	49.9	99.2	74.5	27.5	6.4	2.7	271.0
2003	4.2	38.2	72.6	83.5	46.2	6.5	4.1	255.3
2004	0.4	37.2	69.6	58.0	40.9	6.3	1.3	213.7
2005	2.7	29.7	71.5	72.8	32.6	4.6	1.7	215.6
2006	3.9	46.7	81.0	58.9	22.3	9.5	1.5	223.7
2007	3.5	28.9	67.6	68.0	53.0	18.9	7.7	247.6
2008	2.4	40.8	60.0	56.9	46.8	24.6	6.7	238.2
2009	3.4	46.8	58.0	58.9	49.0	26.4	1.6	244.1
2010	4.7	43.2	69.0	56.8	45.8	34.4	10.9	264.8
2011	4.3	38.2	68.6	61.5	54.7	27.0	9.4	263.8
2012	7.6	36.5	77.0	58.2	41.8	12.9	6.1	240.2
2013	0.6	15.8	61.4	68.1	49.0	4.3	1.9	201.2
2014	0.0	8.8	52.2	70.5	41.2	8.1	0.9	181.6
2015	0.0	0.0	51.8	70.1	47.9	3.7	0.0	173.5
2016	0.0	4.2	49.7	73.2	27.3	5.9	0.0	160.4
2017	0.3	13.9	61.3	71.0	43.1	5.6	1.4	196.7
2018	4.1	32.7	68.1	52.8	33.3	7.4	2.0	200.5
2019	0.9	10.4	48.3	76.5	50.5	13.2	1.1	200.8
Average	3.9	33.1	65.1	62.5	42.5	14.7	5.1	226.9
Maximum	12.7	75.1	115.7	98.7	67.9	36.6	18.0	361.5
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Total Diversion Requirement Supplied by Surface Water							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	9.6	35.3	0.0	0.0	0.0	0.0	0.0	44.9
1961	0.0	25.5	0.0	0.0	0.0	0.0	0.0	25.5
1962	9.8	48.2	6.7	9.1	28.4	15.4	0.0	117.6
1963	6.4	0.0	0.0	0.0	0.0	0.0	0.0	6.4
1964	2.3	0.0	0.0	0.0	0.0	0.0	0.0	2.3
1965	0.0	0.0	13.2	18.0	0.0	0.0	0.0	31.2
1966	9.5	26.1	0.0	0.0	0.0	0.0	0.0	35.6
1967	4.1	0.0	0.0	0.0	0.0	0.0	0.0	4.1
1968	3.2	2.9	0.0	0.0	0.0	0.0	0.0	6.1
1969	8.7	0.0	14.1	0.0	0.0	0.0	0.0	22.7
1970	0.0	5.9	0.0	27.4	0.0	0.0	0.0	33.2
1971	7.9	0.0	0.0	0.0	0.0	0.0	0.0	7.9
1972	8.9	0.0	0.0	0.0	0.0	0.0	0.0	8.9
1973	0.0	2.3	0.0	18.8	0.0	0.0	0.0	21.1
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	1.8	16.6	20.0	0.0	0.0	0.0	38.3
1976	7.1	0.0	30.5	2.9	0.0	0.0	0.0	40.5
1977	3.3	0.0	0.0	0.0	0.0	0.0	0.0	3.3
1978	0.0	1.1	0.0	0.0	0.0	0.0	0.0	1.1
1979	2.1	19.8	53.7	66.7	26.4	0.0	0.0	168.7
1980	1.6	19.4	66.4	32.2	0.0	0.0	0.0	119.5
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	12.0	32.4	0.0	0.0	0.1	4.1	48.7
1983	0.0	26.5	45.1	58.6	0.0	0.0	11.7	142.0
1984	1.4	27.4	0.0	0.0	0.0	14.2	2.0	44.8
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	4.5	18.8	0.0	0.0	0.0	0.0	23.2
1987	0.0	11.5	0.0	0.0	0.0	1.4	0.0	12.9
1988	1.8	0.0	0.0	0.0	0.0	0.0	0.0	1.8
1989	9.0	0.0	0.0	0.0	0.0	7.1	6.1	22.2
1990	1.9	0.0	0.0	0.0	0.0	0.0	4.3	6.2
1991	2.0	23.7	0.0	0.0	0.0	8.0	2.8	36.4
1992	0.0	0.0	0.0	0.0	0.0	0.0	2.1	2.1
1993	1.4	10.6	52.6	46.0	0.0	0.0	0.0	110.5
1994	1.5	19.1	65.0	55.2	30.3	2.8	0.9	174.8
1995	0.3	12.7	41.7	63.5	49.0	6.5	2.9	176.6
1996	4.7	50.2	17.0	58.9	36.9	9.7	2.1	179.5
1997	2.4	28.6	66.9	75.9	25.4	12.4	3.9	215.5
1998	2.1	43.9	82.4	73.4	17.5	19.9	3.4	242.5
1999	0.0	17.9	58.4	91.6	46.0	15.5	5.2	234.5
2000	5.8	52.7	44.2	71.4	27.0	10.3	2.6	214.1
2001	8.2	34.7	74.6	54.7	30.4	12.8	5.0	220.3
2002	10.9	41.9	0.0	0.0	0.0	0.0	2.7	55.5
2003	4.2	4.9	0.0	19.7	0.0	6.5	4.1	39.3
2004	0.4	37.2	47.6	58.0	0.0	6.3	1.3	150.9
2005	2.7	29.7	71.5	72.8	8.9	0.0	1.7	187.3
2006	3.9	7.4	17.1	58.9	22.3	9.5	1.5	120.5
2007	3.5	28.9	67.6	68.0	53.0	18.9	7.7	247.6
2008	2.4	40.8	60.0	56.9	46.8	24.6	6.7	238.2
2009	3.4	46.8	58.0	50.9	49.0	26.4	1.6	236.1
2010	4.7	43.2	38.8	0.0	0.0	21.8	10.9	119.3
2011	4.3	30.7	0.0	0.0	0.0	13.4	9.4	57.9
2012	7.6	9.2	0.0	0.0	34.4	12.9	0.0	64.1
2013	0.6	15.8	0.0	0.0	0.0	4.3	1.9	22.7
2014	0.0	8.8	13.1	0.0	0.0	8.1	0.9	30.9
2015	0.0	0.0	0.0	0.0	0.0	3.7	0.0	3.7
2016	0.0	4.2	42.8	0.0	18.0	5.9	0.0	70.9
2017	0.3	13.9	61.3	0.0	0.0	5.6	1.4	82.5
2018	4.1	20.4	0.0	5.2	0.0	0.0	2.0	31.8
2019	0.9	10.4	48.3	45.6	10.0	13.2	1.1	129.5
Average	3.0	16.0	22.1	21.3	9.3	5.3	1.9	78.9
Maximum	10.9	52.7	82.4	91.6	53.0	26.4	11.7	247.6
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Diversion Not Supplied By Surface Water								Diversion
NW 14	April	May	June	July	August	September	October	Total	2005023
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	12.2	75.5	62.9	62.8	27.3	4.6	245.2	
1961	5.0	25.2	82.4	65.8	59.8	25.0	8.1	271.4	
1962	0.0	0.0	68.4	50.4	31.7	6.4	11.3	168.2	
1963	0.0	51.9	78.4	86.7	60.4	26.6	13.7	317.7	
1964	0.0	46.4	83.0	98.7	52.3	17.6	8.7	306.6	
1965	3.9	44.5	78.3	75.5	64.3	13.9	8.5	288.9	
1966	0.0	41.5	115.7	98.0	46.1	17.7	6.9	325.9	
1967	1.5	25.1	32.6	27.5	25.0	16.4	9.8	138.0	
1968	0.0	28.6	48.6	28.3	25.1	20.1	10.7	161.3	
1969	0.0	41.3	20.4	44.8	41.9	14.0	2.4	164.9	
1970	4.7	38.1	53.6	18.3	50.2	18.9	3.8	187.6	
1971	0.0	38.0	67.2	45.4	46.5	26.9	9.9	233.9	
1972	0.0	51.8	76.0	51.9	51.6	33.4	10.2	274.9	
1973	5.6	44.8	76.4	41.4	62.9	31.9	16.0	279.0	
1974	12.7	75.1	88.7	53.9	61.6	36.6	18.0	346.6	
1975	6.1	57.7	61.9	51.2	67.9	27.2	15.0	286.9	
1976	0.0	47.9	47.0	72.0	34.5	22.8	7.4	231.6	
1977	0.0	29.7	70.3	58.7	52.5	14.4	5.8	231.5	
1978	0.0	0.0	36.5	74.4	45.7	7.2	0.0	163.7	
1979	0.0	0.0	0.0	0.0	8.0	7.6	3.2	18.8	
1980	0.0	0.0	0.0	39.7	47.8	15.0	4.1	106.5	
1981	10.0	37.4	78.7	59.1	25.4	18.0	5.7	234.2	
1982	0.0	19.3	27.5	65.0	42.1	17.7	0.0	171.6	
1983	0.0	0.0	0.0	10.4	66.5	32.8	0.0	109.8	
1984	0.0	0.0	30.9	31.0	24.0	0.0	0.0	85.9	
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1986	0.0	0.0	2.5	24.7	19.7	0.0	0.0	46.8	
1987	0.0	0.0	46.6	59.7	32.0	0.0	0.0	138.2	
1988	0.0	25.2	85.4	83.0	44.1	0.0	0.0	237.7	
1989	0.0	59.2	82.7	69.8	48.9	8.1	0.0	268.8	
1990	0.0	30.2	87.4	62.9	44.7	7.5	0.0	232.7	
1991	0.0	0.0	59.0	60.1	37.8	0.0	0.0	156.9	
1992	6.7	27.8	55.0	46.3	11.3	3.9	0.0	151.0	
1993	0.0	0.0	0.0	0.0	6.8	0.0	0.0	6.8	
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1996	0.0	0.0	50.8	0.0	0.0	0.0	0.0	50.8	
1997	0.0	0.0	0.0	0.0	20.5	0.0	0.0	20.5	
1998	0.0	0.0	0.0	0.0	42.8	0.0	0.0	42.8	
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2000	0.0	0.0	43.3	0.0	12.0	4.5	0.0	59.9	
2001	0.0	0.0	11.4	0.0	0.0	0.0	0.0	11.4	
2002	0.0	8.0	99.2	74.5	27.5	6.4	0.0	215.5	
2003	0.0	33.3	72.6	63.8	46.2	0.0	0.0	215.9	
2004	0.0	0.0	21.9	0.0	40.9	0.0	0.0	62.8	
2005	0.0	0.0	0.0	0.0	23.7	4.6	0.0	28.3	
2006	0.0	39.3	63.9	0.0	0.0	0.0	0.0	103.2	
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2009	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	32.3
2010	0.0	0.0	30.2	56.8	45.8	12.6	0.0	145.5	188.4
2011	0.0	7.5	68.6	61.5	54.7	13.5	0.0	205.9	338.8
2012	0.0	27.3	77.0	58.2	7.4	0.0	6.1	176.0	265.0
2013	0.0	0.0	61.4	68.1	49.0	0.0	0.0	178.6	304.2
2014	0.0	0.0	39.0	70.5	41.2	0.0	0.0	150.7	163.0
2015	0.0	0.0	51.8	70.1	47.9	0.0	0.0	169.8	77.1
2016	0.0	0.0	6.9	73.2	9.4	0.0	0.0	89.4	97.1
2017	0.0	0.0	0.0	71.0	43.1	0.0	0.0	114.1	30.6
2018	0.0	12.3	68.1	47.6	33.3	7.4	0.0	168.7	288.3
2019	0.0	0.0	0.0	30.8	40.5	0.0	0.0	71.4	36.8
Average	0.9	17.1	43.0	41.2	33.1	9.4	3.2	148.0	165.6
Maximum	12.7	75.1	115.7	98.7	67.9	36.6	18.0	346.6	338.8
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.6

Year	Surface Water Remaining							
NW 14	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	3.9	0.0	0.0	0.0	0.0	0.0	0.0	3.9
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	21.9	39.1	0.0	0.0	0.0	0.0	0.0	61.0
1963	4.1	0.0	0.0	0.0	0.0	0.0	0.0	4.1
1964	1.9	0.0	0.0	0.0	0.0	0.0	0.0	1.9
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	12.7	0.0	0.0	0.0	0.0	0.0	0.0	12.7
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	7.7	0.0	0.0	0.0	0.0	0.0	0.0	7.7
1969	44.6	0.0	0.0	0.0	0.0	0.0	0.0	44.6
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	7.5	0.0	0.0	0.0	0.0	0.0	0.0	7.5
1972	9.7	0.0	0.0	0.0	0.0	0.0	0.0	9.7
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	10.5	0.0	0.0	0.0	0.0	0.0	0.0	10.5
1977	4.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
1978	13.5	1.9	0.0	0.0	0.0	0.0	0.0	15.4
1979	8.8	12.2	56.8	15.4	0.0	0.0	0.0	93.3
1980	18.0	0.9	28.7	0.0	0.0	0.0	0.0	47.6
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	26.5	0.0	0.0	0.0	0.0	0.0	13.0	39.5
1983	48.2	63.7	46.7	0.0	0.0	0.0	2.5	161.1
1984	25.4	63.6	0.0	0.0	0.0	20.2	39.9	149.1
1985	75.3	9.3	57.1	0.0	0.0	36.0	5.6	183.3
1986	72.7	52.8	0.0	0.0	0.0	14.9	8.7	149.1
1987	28.7	63.2	0.0	0.0	0.0	20.3	16.8	129.1
1988	5.9	0.0	0.0	0.0	0.0	29.9	0.0	35.8
1989	21.3	0.0	0.0	0.0	0.0	0.0	20.9	42.2
1990	19.0	0.0	0.0	0.0	0.0	0.0	25.5	44.5
1991	23.6	71.5	0.0	0.0	0.0	36.8	35.7	167.6
1992	0.0	0.0	0.0	0.0	0.0	0.0	23.1	23.1
1993	45.6	188.5	204.7	188.7	0.0	0.0	46.5	674.0
1994	45.7	138.2	129.4	234.4	112.3	104.9	102.7	867.8
1995	53.7	226.1	352.0	323.6	243.4	111.5	99.7	1410.1
1996	85.8	5.5	0.0	0.7	22.3	45.0	23.6	182.9
1997	63.5	146.5	234.1	234.6	0.0	72.0	36.7	787.3
1998	21.6	178.7	213.9	121.4	0.0	41.3	56.4	633.3
1999	91.1	145.8	241.3	83.3	52.3	120.7	142.5	877.0
2000	35.5	18.2	0.0	6.2	0.0	0.0	56.3	116.2
2001	14.0	265.9	0.0	88.3	110.3	26.5	17.1	522.1
2002	11.7	0.0	0.0	0.0	0.0	0.0	6.5	18.2
2003	28.4	0.0	0.0	0.0	0.0	19.3	29.8	77.5
2004	15.2	14.1	0.0	113.8	0.0	28.9	53.5	225.5
2005	36.8	39.6	12.2	52.7	0.0	0.0	16.9	158.1
2006	39.4	0.0	0.0	15.3	20.9	27.8	52.0	155.4
2007	34.5	88.9	16.5	74.2	32.1	49.5	45.3	341.0
2008	63.2	71.5	91.5	45.9	11.4	16.1	41.5	341.2
2009	47.0	268.3	26.2	0.0	66.4	42.0	32.1	482.1
2010	28.7	76.6	0.0	0.0	0.0	0.0	8.9	114.1
2011	31.2	0.0	0.0	0.0	0.0	0.0	33.2	64.4
2012	39.6	0.0	0.0	0.0	0.0	12.6	0.0	52.2
2013	37.1	17.4	0.0	0.0	0.0	61.0	46.8	162.3
2014	59.0	80.5	0.0	0.0	0.0	9.2	47.6	196.3
2015	51.1	66.9	0.0	0.0	0.0	9.5	27.0	154.5
2016	62.6	78.8	0.0	0.0	0.0	28.7	52.1	222.2
2017	86.0	87.7	4.1	0.0	0.0	110.2	69.3	357.3
2018	57.8	0.0	0.0	0.0	0.0	0.0	8.6	66.4
2019	57.3	55.7	117.3	0.0	0.0	37.2	74.9	342.5
Average	29.3	44.0	30.5	26.6	11.2	18.9	23.6	184.2
Maximum	91.1	268.3	352.0	323.6	243.4	120.7	142.5	1410.1
Minimum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Alfalfa		Small Grain		Total	
SW 23	Flood	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	0.0	0.0	0.0	0.0	0.0	0.0
1961	7.3	0.0	14.4	0.0	21.8	0.0
1962	14.6	0.0	28.9	0.0	43.5	0.0
1963	22.0	0.0	43.3	0.0	65.3	0.0
1964	29.3	0.0	57.7	0.0	87.0	0.0
1965	36.6	0.0	72.2	0.0	108.8	0.0
1966	43.9	0.0	86.6	0.0	130.5	0.0
1967	39.0	13.2	77.0	0.0	116.0	13.2
1968	34.1	26.4	67.4	0.0	101.5	26.4
1969	29.3	39.7	57.7	0.0	87.0	39.7
1970	24.4	52.9	48.1	0.0	72.5	52.9
1971	19.5	66.1	38.5	0.0	58.0	66.1
1972	14.6	79.3	28.9	0.0	43.5	79.3
1973	9.8	92.6	19.2	0.0	29.0	92.6
1974	4.9	105.8	9.6	0.0	14.5	105.8
1975	0.0	119.0	0.0	0.0	0.0	119.0
1976	1.8	118.7	0.0	0.0	1.8	118.7
1977	3.5	118.3	0.0	0.0	3.5	118.3

Year	Flood IWR							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.3	4.2	8.8	8.0	6.3	1.5	0.5	29.5
1962	1.6	8.8	15.8	12.7	11.2	2.9	1.5	54.4
1963	1.5	13.9	23.5	26.9	17.5	5.9	3.0	92.2
1964	0.8	17.0	32.0	38.5	19.5	5.9	2.9	116.5
1965	1.9	21.0	42.5	43.3	30.1	6.8	4.1	149.7
1966	5.7	38.1	61.7	52.2	27.0	12.4	4.9	202.0
1967	4.7	25.1	47.6	40.1	21.4	8.5	5.1	152.5
1968	1.3	20.0	48.0	36.5	23.1	8.2	4.2	141.1
1969	4.7	26.1	29.1	36.7	17.6	4.1	0.7	119.0
1970	1.2	16.0	30.1	30.5	25.7	4.1	0.8	108.4
1971	1.5	9.8	27.6	21.1	15.5	4.2	1.5	81.3
1972	2.1	12.0	23.5	15.3	7.4	3.5	1.1	64.8
1973	0.4	4.5	12.6	12.8	10.2	2.1	1.0	43.5
1974	0.6	4.3	7.3	4.5	3.4	1.1	0.5	21.8
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.1	0.6	0.9	0.8	0.5	0.3	0.1	3.3
1977	0.2	1.2	1.9	1.3	1.4	0.8	0.4	7.1

Year	Flood Diversion Requirement							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.5	7.0	14.6	13.3	10.4	2.5	0.8	49.2
1962	2.6	14.6	26.4	21.2	18.7	4.8	2.5	90.7
1963	2.5	23.2	39.2	44.8	29.2	9.8	5.0	153.7
1964	1.3	28.3	53.3	64.1	32.5	9.8	4.8	194.1
1965	3.1	35.1	70.9	72.2	50.1	11.3	6.9	249.6
1966	9.4	63.6	102.8	87.1	44.9	20.7	8.1	336.6
1967	7.8	41.9	79.4	66.8	35.6	14.2	8.5	254.2
1968	2.2	33.3	79.9	60.8	38.5	13.6	6.9	235.2
1969	7.9	43.5	48.5	61.2	29.3	6.8	1.2	198.4
1970	2.1	26.6	50.2	50.8	42.9	6.8	1.4	180.7
1971	2.5	16.3	46.1	35.1	25.9	7.0	2.6	135.5
1972	3.5	20.0	39.1	25.4	12.3	5.9	1.8	108.0
1973	0.7	7.5	20.9	21.3	17.0	3.5	1.7	72.5
1974	0.9	7.2	12.2	7.6	5.6	1.8	0.9	36.3
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	0.2	1.0	1.4	1.4	0.8	0.6	0.2	5.5
1977	0.3	1.9	3.1	2.1	2.4	1.4	0.6	11.8

Year	Sprinkler IWR							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.0	4.4	5.7	4.8	4.4	2.9	1.7	25.0
1968	1.0	9.5	14.7	8.5	7.6	6.1	3.2	50.5
1969	3.4	16.4	13.7	17.8	16.6	5.6	1.0	74.3
1970	2.2	20.6	25.2	21.4	23.6	8.9	1.8	103.7
1971	4.2	20.1	35.5	24.0	24.6	14.2	5.2	127.8
1972	5.1	29.9	43.8	29.9	29.8	19.2	5.9	163.7
1973	3.4	29.0	47.1	37.1	38.8	19.7	9.9	185.1
1974	8.3	48.9	57.7	35.1	40.1	23.8	11.7	225.6
1975	4.1	40.4	53.4	48.4	46.2	18.5	10.2	221.3
1976	6.9	41.4	57.7	55.2	31.3	23.2	7.6	223.3
1977	6.2	38.6	62.0	42.4	48.5	28.4	11.7	237.9

Year	Sprinkler Diversion Requirement							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.2	5.3	6.9	5.8	5.3	3.5	2.1	30.1
1968	1.2	11.4	17.7	10.3	9.1	7.3	3.9	60.9
1969	4.1	19.7	16.4	21.4	20.0	6.7	1.2	89.5
1970	2.7	24.9	30.3	25.8	28.4	10.7	2.2	125.0
1971	5.0	24.2	42.8	28.9	29.6	17.1	6.3	154.0
1972	6.2	36.0	52.8	36.1	35.9	23.2	7.1	197.2
1973	4.1	35.0	56.8	44.7	46.7	23.8	11.9	223.1
1974	9.9	58.9	69.6	42.3	48.3	28.7	14.1	271.8
1975	5.0	48.7	64.3	58.4	55.6	22.3	12.3	266.6
1976	8.3	49.8	69.6	66.5	37.7	28.0	9.1	269.1
1977	7.5	46.5	74.7	51.1	58.5	34.3	14.2	286.6

Year	Total Diversion Requirement							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.5	7.0	14.6	13.3	10.4	2.5	0.8	49.2
1962	2.6	14.6	26.4	21.2	18.7	4.8	2.5	90.7
1963	2.5	23.2	39.2	44.8	29.2	9.8	5.0	153.7
1964	1.3	28.3	53.3	64.1	32.5	9.8	4.8	194.1
1965	3.1	35.1	70.9	72.2	50.1	11.3	6.9	249.6
1966	9.4	63.6	102.8	87.1	44.9	20.7	8.1	336.6
1967	9.0	47.2	86.3	72.6	40.9	17.7	10.6	284.3
1968	3.3	44.7	97.6	71.0	47.6	20.9	10.8	296.1
1969	12.0	63.2	65.0	82.6	49.3	13.5	2.3	287.9
1970	4.7	51.5	80.5	76.6	71.3	17.6	3.6	305.7
1971	7.5	40.5	88.9	64.1	55.6	24.1	8.8	289.5
1972	9.6	56.0	92.0	61.5	48.1	29.1	8.9	305.3
1973	4.8	42.5	77.7	66.0	63.7	27.3	13.7	295.6
1974	10.9	66.1	81.8	49.9	53.9	30.5	15.0	308.1
1975	5.0	48.7	64.3	58.4	55.6	22.3	12.3	266.6
1976	8.5	50.9	71.0	67.9	38.5	28.5	9.3	274.6
1977	7.8	48.4	77.8	53.2	60.9	35.7	14.7	298.4

Year	Total Diversion Requirement Supplied by Surface Water							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	2.6	14.6	0.0	0.0	0.0	4.8	0.0	21.9
1963	2.5	0.0	0.0	0.0	0.0	0.0	0.0	2.5
1964	1.3	0.0	0.0	0.0	0.0	0.0	0.0	1.3
1965	0.0	0.0	0.0	0.0	0.0	2.6	0.3	2.9
1966	9.4	0.0	0.0	0.0	0.0	0.0	0.0	9.4
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	3.3	0.0	0.0	0.0	0.0	0.0	0.0	3.3
1969	12.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	7.5	0.0	0.0	0.0	0.0	0.0	0.0	7.5
1972	5.9	0.0	0.0	0.0	0.0	0.0	0.0	5.9
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	8.5	0.0	0.0	0.0	0.0	0.0	0.0	8.5
1977	7.8	0.0	0.0	0.0	0.0	0.0	0.0	7.8

Year	Diversion Not Supplied By Surface Water							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.5	7.0	14.6	13.3	10.4	2.5	0.8	49.2
1962	0.0	0.0	26.4	21.2	18.7	0.0	2.5	68.8
1963	0.0	23.2	39.2	44.8	29.2	9.8	5.0	151.2
1964	0.0	28.3	53.3	64.1	32.5	9.8	4.8	192.9
1965	3.1	35.1	70.9	72.2	50.1	8.7	6.6	246.6
1966	0.0	63.6	102.8	87.1	44.9	20.7	8.1	327.2
1967	9.0	47.2	86.3	72.6	40.9	17.7	10.6	284.3
1968	0.0	44.7	97.6	71.0	47.6	20.9	10.8	292.8
1969	0.0	63.2	65.0	82.6	49.3	13.5	2.3	275.9
1970	4.7	51.5	80.5	76.6	71.3	17.6	3.6	305.7
1971	0.0	40.5	88.9	64.1	55.6	24.1	8.8	282.0
1972	3.8	56.0	92.0	61.5	48.1	29.1	8.9	299.4
1973	4.8	42.5	77.7	66.0	63.7	27.3	13.7	295.6
1974	10.9	66.1	81.8	49.9	53.9	30.5	15.0	308.1
1975	5.0	48.7	64.3	58.4	55.6	22.3	12.3	266.6
1976	0.0	50.9	71.0	67.9	38.5	28.5	9.3	266.1
1977	0.0	48.4	77.8	53.2	60.9	35.7	14.7	290.7

Year	Surface Water Remaining							
SW 23	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	8.6	12.6	0.0	0.0	0.0	0.0	0.0	21.2
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	31.9	63.2	0.0	0.0	0.0	7.1	0.0	102.3
1963	9.5	0.0	0.0	0.0	0.0	0.0	0.0	9.5
1964	5.2	0.0	0.0	0.0	0.0	0.0	0.0	5.2
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	16.9	0.0	0.0	0.0	0.0	0.0	0.0	16.9
1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1968	12.1	0.0	0.0	0.0	0.0	0.0	0.0	12.1
1969	38.9	0.0	0.0	0.0	0.0	0.0	0.0	38.9
1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1971	5.8	0.0	0.0	0.0	0.0	0.0	0.0	5.8
1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1976	6.5	0.0	0.0	0.0	0.0	0.0	0.0	6.5
1977	2.6	0.0	0.0	0.0	0.0	0.0	0.0	2.6

Year	Alfalfa		Small Grain		Total	
NE 15	Flocd	Sprinkler	Flood	Sprinkler	Flood	Sprinkler
	Acres	Acres	Acres	Acres	Acres	Acres
1960	95.2	0.0	54.0	0.0	149.2	0.0
1961	95.2	0.0	54.0	0.0	149.2	0.0
1962	95.2	0.0	54.0	0.0	149.2	0.0
1963	95.2	0.0	54.0	0.0	149.2	0.0
1964	95.2	0.0	54.0	0.0	149.2	0.0
1965	95.2	0.0	54.0	0.0	149.2	0.0
1966	95.2	0.0	54.0	0.0	149.2	0.0
1967	87.7	13.1	0.0	0.0	87.7	13.1
1968	80.2	26.2	0.0	0.0	80.2	26.2
1969	72.7	39.3	0.0	0.0	72.7	39.3
1970	65.2	52.4	0.0	0.0	65.2	52.4
1971	57.8	65.5	0.0	0.0	57.8	65.5
1972	50.3	78.6	0.0	0.0	50.3	78.6
1973	42.8	91.7	0.0	0.0	42.8	91.7
1974	35.3	104.8	0.0	0.0	35.3	104.8
1975	27.8	117.9	0.0	0.0	27.8	117.9
1976	24.8	78.6	0.0	0.0	24.8	78.6
1977	21.7	39.3	0.0	0.0	21.7	39.3
1978	18.7	0.0	0.0	0.0	18.7	0.0
1979	13.9	0.0	68.5	0.0	82.4	0.0
1980	10.4	0.0	85.6	0.0	96.0	0.0
1981	7.0	0.0	102.7	0.0	109.6	0.0
1982	3.5	0.0	119.8	0.0	123.3	0.0
1983	0.0	0.0	136.9	0.0	136.9	0.0
1984	0.0	0.0	68.5	59.0	68.5	59.0
1985	0.0	0.0	0.0	117.9	0.0	117.9
1986	0.0	0.0	0.0	117.9	0.0	117.9
1987	0.0	0.0	0.0	117.9	0.0	117.9
1988	0.0	0.0	0.0	117.9	0.0	117.9
1989	0.0	0.0	0.0	117.9	0.0	117.9
1990	0.0	0.0	0.0	117.9	0.0	117.9
1991	0.0	0.0	0.0	117.9	0.0	117.9
1992	0.0	0.0	0.0	117.9	0.0	117.9
1993	0.0	0.0	0.0	117.9	0.0	117.9
1994	0.0	0.0	0.0	117.9	0.0	117.9
1995	0.0	0.0	0.0	117.9	0.0	117.9
1996	0.0	0.0	0.0	117.9	0.0	117.9
1997	0.0	0.0	0.0	117.9	0.0	117.9
1998	0.0	0.0	0.0	117.9	0.0	117.9
1999	0.0	0.0	0.0	117.9	0.0	117.9
2000	0.0	0.0	0.0	117.9	0.0	117.9
2001	0.0	0.0	0.0	117.9	0.0	117.9
2002	0.0	0.0	0.0	117.9	0.0	117.9
2003	0.0	0.0	0.0	117.9	0.0	117.9
2004	0.0	0.0	0.0	117.9	0.0	117.9

Year	Flood IWR							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	7.4	39.2	67.4	58.0	55.0	20.6	3.5	251.1
1961	4.2	42.8	70.7	57.0	51.2	20.8	6.7	253.4
1962	8.7	41.3	61.6	48.6	51.1	20.2	10.4	242.0
1963	6.3	46.1	62.4	66.2	49.7	27.4	14.2	272.4
1964	2.7	43.1	63.5	71.7	45.5	20.8	10.3	257.5
1965	5.1	42.2	67.4	64.6	52.2	19.1	11.7	262.3
1966	9.9	57.9	78.7	66.6	45.3	29.3	11.5	299.1
1967	7.1	31.9	41.4	34.9	31.7	20.8	12.4	180.3
1968	3.2	31.3	48.3	28.2	25.0	20.0	10.6	166.6
1969	6.8	32.6	27.2	35.4	33.1	11.1	1.9	148.2
1970	3.0	27.7	33.8	28.8	31.6	11.9	2.4	139.1
1971	4.0	19.1	33.7	22.8	23.4	13.5	4.9	121.4
1972	3.5	20.6	30.2	20.6	20.5	13.3	4.1	112.7
1973	1.7	14.6	23.7	18.6	19.5	9.9	5.0	93.0
1974	3.0	17.7	20.9	12.7	14.5	8.6	4.2	81.8
1975	1.1	10.3	13.6	12.3	11.7	4.7	2.6	56.2
1976	1.6	9.4	13.1	12.5	7.1	5.3	1.7	50.7
1977	1.2	7.7	12.4	8.5	9.7	5.7	2.3	47.5
1978	0.8	3.8	8.0	7.9	7.9	4.6	1.9	35.1
1979	1.1	11.5	32.4	40.5	20.5	4.0	1.7	111.8
1980	0.3	7.4	42.2	51.6	30.5	3.7	0.8	136.6
1981	4.7	20.9	58.9	43.1	6.2	1.6	0.5	136.0
1982	0.0	7.2	38.7	65.1	28.3	0.9	0.1	140.2
1983	0.0	3.5	24.6	77.5	51.2	9.3	0.0	166.1
1984	0.0	8.2	21.6	32.8	16.5	0.2	0.0	79.3
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Flood Diversion Requirement							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	12.4	65.3	112.4	96.7	91.7	34.4	5.8	418.5
1961	6.9	71.4	117.8	94.9	85.4	34.6	11.2	422.3
1962	14.5	68.9	102.6	81.1	85.2	33.6	17.4	403.3
1963	10.5	76.9	103.9	110.3	82.9	45.7	23.7	454.0
1964	4.4	71.8	105.9	119.5	75.8	34.6	17.1	429.2
1965	8.5	70.3	112.3	107.6	86.9	31.9	19.5	437.2
1966	16.6	96.6	131.1	111.0	75.5	48.8	19.1	498.5
1967	11.8	53.1	69.0	58.2	52.9	34.7	20.7	300.4
1968	5.3	52.2	80.5	46.9	41.6	33.3	17.7	277.6
1969	11.4	54.3	45.3	59.0	55.1	18.5	3.2	246.9
1970	4.9	46.1	56.3	47.9	52.7	19.9	4.0	231.9
1971	6.6	31.8	56.2	38.0	38.9	22.5	8.2	202.3
1972	5.9	34.3	50.3	34.4	34.2	22.1	6.8	187.9
1973	2.9	24.3	39.5	31.1	32.5	16.5	8.3	155.0
1974	5.0	29.6	34.9	21.2	24.2	14.4	7.1	136.4
1975	1.8	17.1	22.6	20.5	19.5	7.8	4.3	93.7
1976	2.6	15.6	21.8	20.9	11.8	8.8	2.9	84.5
1977	2.1	12.8	20.6	14.1	16.1	9.5	3.9	79.2
1978	1.4	6.4	13.4	13.2	13.1	7.7	3.2	58.4
1979	1.9	19.2	54.0	67.5	34.2	6.7	2.8	186.3
1980	0.5	12.4	70.3	86.0	50.8	6.2	1.3	227.6
1981	7.9	34.9	98.2	71.8	10.4	2.6	0.8	226.7
1982	0.0	12.0	64.4	108.5	47.2	1.5	0.2	233.7
1983	0.0	5.8	41.0	129.2	85.4	15.4	0.0	276.8
1984	0.0	13.7	36.0	54.6	27.5	0.3	0.0	132.2
1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year	Sprinkler IWR							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.1	4.8	6.2	5.2	4.7	3.1	1.9	26.9
1968	1.0	10.2	15.8	9.2	8.2	6.5	3.5	54.4
1969	3.7	17.6	14.7	19.1	17.9	6.0	1.0	80.1
1970	2.4	22.2	27.1	23.1	25.4	9.6	1.9	111.7
1971	4.5	21.6	38.3	25.9	26.5	15.3	5.6	137.7
1972	5.5	32.2	47.2	32.3	32.1	20.7	6.3	176.3
1973	3.7	31.3	50.8	40.0	41.8	21.2	10.7	199.4
1974	8.9	52.7	62.2	37.8	43.2	25.6	12.6	243.0
1975	4.5	43.5	57.5	52.2	49.7	19.9	11.0	238.3
1976	5.0	29.8	41.6	39.8	22.5	16.7	5.4	160.8
1977	2.2	13.9	22.4	15.3	17.5	10.3	4.2	85.9
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	7.1	18.6	28.2	14.2	0.1	0.0	68.3
1985	0.0	13.4	45.3	44.7	33.4	0.0	0.0	136.8
1986	0.0	8.6	41.0	47.6	38.0	0.0	0.0	135.2
1987	0.0	11.1	45.0	57.6	30.9	1.4	0.0	145.9
1988	1.2	16.2	55.0	53.4	28.4	0.0	0.0	154.2
1989	3.9	29.2	52.1	43.4	17.8	0.0	0.0	146.4
1990	0.0	13.9	59.2	44.4	25.2	0.0	0.0	142.6
1991	0.4	11.9	44.0	48.9	27.0	0.1	0.0	132.2
1992	5.2	22.5	49.3	41.1	5.5	0.0	0.0	123.7
1993	1.5	11.0	54.6	47.8	7.1	0.0	0.0	121.9
1994	0.7	14.9	59.2	50.8	25.2	0.0	0.0	150.7
1995	0.0	5.4	31.9	55.6	38.8	0.9	0.0	132.5
1996	1.7	29.1	49.6	43.7	20.1	0.0	0.0	144.3
1997	0.2	10.0	42.2	55.2	28.1	0.0	0.0	135.6
1998	0.0	15.9	47.4	49.9	34.1	1.0	0.0	148.4
1999	0.0	3.5	32.4	65.8	26.8	3.0	0.0	131.4
2000	1.8	26.9	56.7	46.3	16.3	0.0	0.0	148.2
2001	3.5	17.4	57.1	36.0	12.0	0.0	0.0	126.1
2002	6.3	30.2	68.1	49.8	8.5	0.0	0.0	163.0
2003	1.5	20.9	49.4	58.3	27.8	0.0	0.0	157.8
2004	0.0	21.7	48.4	41.3	25.8	0.0	0.0	137.2

Year	Sprinkler Diversion Requirement							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1967	1.3	5.7	7.5	6.3	5.7	3.7	2.2	32.4
1968	1.2	12.3	19.0	11.1	9.8	7.9	4.2	65.5
1969	4.4	21.2	17.7	23.1	21.5	7.2	1.2	96.4
1970	2.9	26.8	32.7	27.8	30.6	11.5	2.3	134.6
1971	5.4	26.1	46.1	31.1	31.9	18.5	6.8	165.9
1972	6.6	38.8	56.9	38.9	38.6	25.0	7.6	212.4
1973	4.5	37.7	61.2	48.2	50.3	25.6	12.8	240.3
1974	10.7	63.5	74.9	45.6	52.0	30.9	15.2	292.8
1975	5.4	52.4	69.3	62.9	59.9	24.0	13.2	287.1
1976	6.0	35.9	50.1	47.9	27.2	20.1	6.6	193.8
1977	2.7	16.8	27.0	18.5	21.1	12.4	5.1	103.5
1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1984	0.0	8.5	22.4	34.0	17.1	0.2	0.0	82.3
1985	0.0	16.2	54.5	53.8	40.3	0.0	0.0	164.8
1986	0.0	10.4	49.4	57.4	45.8	0.0	0.0	162.9
1987	0.0	13.3	54.2	69.4	37.2	1.6	0.0	175.8
1988	1.4	19.5	66.3	64.4	34.2	0.0	0.0	185.8
1989	4.7	35.2	62.7	52.3	21.4	0.0	0.0	176.4
1990	0.0	16.7	71.3	53.5	30.3	0.0	0.0	171.8
1991	0.5	14.3	53.0	58.9	32.5	0.1	0.0	159.3
1992	6.3	27.2	59.3	49.5	6.7	0.0	0.0	149.0
1993	1.8	13.2	65.8	57.6	8.5	0.0	0.0	146.9
1994	0.8	17.9	71.3	61.2	30.3	0.0	0.0	181.5
1995	0.0	6.6	38.4	67.0	46.7	1.1	0.0	159.7
1996	2.0	35.1	59.8	52.7	24.2	0.0	0.0	173.8
1997	0.2	12.1	50.8	66.5	33.8	0.0	0.0	163.4
1998	0.0	19.2	57.1	60.2	41.1	1.2	0.0	178.7
1999	0.0	4.2	39.0	79.2	32.3	3.6	0.0	158.4
2000	2.2	32.4	68.4	55.8	19.7	0.0	0.0	178.5
2001	4.2	21.0	68.8	43.4	14.5	0.0	0.0	151.9
2002	7.6	36.4	82.1	60.0	10.3	0.0	0.0	196.4
2003	1.8	25.2	59.5	70.2	33.5	0.0	0.0	190.1
2004	0.0	26.1	58.3	49.7	31.1	0.0	0.0	165.3

Year	Total Diversion Requirement							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	12.4	65.3	112.4	96.7	91.7	34.4	5.8	418.5
1961	6.9	71.4	117.8	94.9	85.4	34.6	11.2	422.3
1962	14.5	68.9	102.6	81.1	85.2	33.6	17.4	403.3
1963	10.5	76.9	103.9	110.3	82.9	45.7	23.7	454.0
1964	4.4	71.8	105.9	119.5	75.8	34.6	17.1	429.2
1965	8.5	70.3	112.3	107.6	86.9	31.9	19.5	437.2
1966	16.6	96.6	131.1	111.0	75.5	48.8	19.1	498.5
1967	13.1	58.9	76.5	64.5	58.6	38.4	23.0	332.9
1968	6.5	64.6	99.6	58.0	51.5	41.1	21.9	343.2
1969	15.8	75.6	63.1	82.1	76.7	25.7	4.4	343.4
1970	7.8	72.9	88.9	75.8	83.3	31.4	6.4	366.5
1971	12.0	57.9	102.3	69.1	70.9	41.0	15.0	368.2
1972	12.5	73.1	107.2	73.2	72.8	47.1	14.4	400.3
1973	7.3	62.0	100.7	79.2	82.8	42.1	21.1	395.3
1974	15.7	93.0	109.8	66.8	76.3	45.3	22.3	429.2
1975	7.1	69.5	91.9	83.4	79.5	31.8	17.5	380.8
1976	8.6	51.5	71.9	68.8	39.0	28.9	9.4	278.2
1977	4.8	29.6	47.6	32.6	37.3	21.8	9.0	182.6
1978	1.4	6.4	13.4	13.2	13.1	7.7	3.2	58.4
1979	1.9	19.2	54.0	67.5	34.2	6.7	2.8	186.3
1980	0.5	12.4	70.3	86.0	50.8	6.2	1.3	227.6
1981	7.9	34.9	98.2	71.8	10.4	2.6	0.8	226.7
1982	0.0	12.0	64.4	108.5	47.2	1.5	0.2	233.7
1983	0.0	5.8	41.0	129.2	85.4	15.4	0.0	276.8
1984	0.0	22.3	58.4	88.6	44.7	0.5	0.0	214.5
1985	0.0	16.2	54.5	53.8	40.3	0.0	0.0	164.8
1986	0.0	10.4	49.4	57.4	45.8	0.0	0.0	162.9
1987	0.0	13.3	54.2	69.4	37.2	1.6	0.0	175.8
1988	1.4	19.5	66.3	64.4	34.2	0.0	0.0	185.8
1989	4.7	35.2	62.7	52.3	21.4	0.0	0.0	176.4
1990	0.0	16.7	71.3	53.5	30.3	0.0	0.0	171.8
1991	0.5	14.3	53.0	58.9	32.5	0.1	0.0	159.3
1992	6.3	27.2	59.3	49.5	6.7	0.0	0.0	149.0
1993	1.8	13.2	65.8	57.6	8.5	0.0	0.0	146.9
1994	0.8	17.9	71.3	61.2	30.3	0.0	0.0	181.5
1995	0.0	6.6	38.4	67.0	46.7	1.1	0.0	159.7
1996	2.0	35.1	59.8	52.7	24.2	0.0	0.0	173.8
1997	0.2	12.1	50.8	66.5	33.8	0.0	0.0	163.4
1998	0.0	19.2	57.1	60.2	41.1	1.2	0.0	178.7
1999	0.0	4.2	39.0	79.2	32.3	3.6	0.0	158.4
2000	2.2	32.4	68.4	55.8	19.7	0.0	0.0	178.5
2001	4.2	21.0	68.8	43.4	14.5	0.0	0.0	151.9
2002	7.6	36.4	82.1	60.0	10.3	0.0	0.0	196.4
2003	1.8	25.2	59.5	70.2	33.5	0.0	0.0	190.1
2004	0.0	26.1	58.3	49.7	31.1	0.0	0.0	165.3

Year	Total Diversion Requirement Supplied by Surface Water							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	12.4	42.5	4.7	0.0	0.0	6.5	0.0	65.9
1961	0.0	35.6	0.0	0.0	0.0	0.0	0.0	35.6
1962	14.5	68.9	29.5	26.5	40.9	18.3	0.0	198.7
1963	10.1	0.0	0.0	0.0	0.0	0.0	0.0	10.1
1964	3.9	0.0	0.0	0.0	0.0	0.0	0.0	3.9
1965	0.0	9.2	37.4	41.8	3.1	0.0	0.0	91.5
1966	16.6	40.1	0.0	0.0	0.0	0.0	0.0	56.7
1967	4.5	0.0	0.0	0.0	0.0	0.0	0.0	4.5
1968	6.5	8.5	0.0	0.0	0.0	0.0	0.0	15.0
1969	15.8	0.0	16.5	0.0	0.0	0.0	0.0	32.4
1970	0.0	10.5	0.0	27.5	0.0	0.0	0.0	38.0
1971	12.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
1972	12.5	0.0	0.0	0.0	0.0	0.0	0.0	12.5
1973	0.0	5.6	0.0	19.5	0.0	0.0	0.0	25.2
1974	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.2
1975	0.0	4.9	17.5	19.7	0.0	0.0	0.0	42.1
1976	8.6	0.0	15.2	0.0	0.0	0.0	0.0	23.8
1977	4.8	0.0	0.0	0.0	0.0	0.0	0.0	4.8
1978	1.4	0.0	0.0	0.0	0.0	0.0	0.0	1.4
1979	1.9	6.0	44.7	15.1	0.0	0.0	0.0	67.7
1980	0.5	0.0	21.6	0.0	0.0	0.0	0.0	22.2
1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1982	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.2
1983	0.0	5.8	38.2	0.0	0.0	0.0	0.0	44.0
1984	0.0	22.3	0.0	0.0	0.0	0.5	0.0	22.7
1985	0.0	6.2	22.5	0.0	0.0	0.0	0.0	28.7
1986	0.0	10.4	6.8	0.0	0.0	0.0	0.0	17.2
1987	0.0	13.3	0.0	0.0	0.0	1.6	0.0	15.0
1988	1.4	0.0	0.0	0.0	0.0	0.0	0.0	1.4
1989	4.7	0.0	0.0	0.0	0.0	0.0	0.0	4.7
1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1991	0.5	14.3	0.0	0.0	0.0	0.1	0.0	14.9
1992	0.0	0.0	0.0	0.0	6.7	0.0	0.0	6.7
1993	1.8	13.2	65.8	57.6	0.9	0.0	0.0	139.3
1994	0.8	17.9	71.3	61.2	30.3	0.0	0.0	181.5
1995	0.0	6.6	38.4	67.0	46.7	1.1	0.0	159.7
1996	2.0	5.5	0.0	0.7	22.3	0.0	0.0	30.5
1997	0.2	12.1	50.8	66.5	0.0	0.0	0.0	129.6
1998	0.0	19.2	57.1	60.2	0.0	1.2	0.0	137.7
1999	0.0	4.2	39.0	79.2	32.3	3.6	0.0	158.4
2000	2.2	18.2	0.0	6.2	0.0	0.0	0.0	26.7
2001	4.2	21.0	0.0	43.4	14.5	0.0	0.0	83.1
2002	7.6	0.0	0.0	0.0	0.0	0.0	0.0	7.6
2003	1.8	0.0	0.0	0.0	0.0	0.0	0.0	1.8
2004	0.0	14.1	0.0	49.7	0.0	0.0	0.0	63.9

Year	Diversion Not Supplied By Surface Water							
NE 15	April	May	June	July	August	September	October	Total
	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
1960	0.0	22.9	107.7	96.7	91.7	27.9	5.8	352.6
1961	6.9	35.8	117.8	94.9	85.4	34.6	11.2	386.7
1962	0.0	0.0	73.1	54.6	44.3	15.3	17.4	204.6
1963	0.4	76.9	103.9	110.3	82.9	45.7	23.7	443.8
1964	0.6	71.8	105.9	119.5	75.8	34.6	17.1	425.4
1965	8.5	61.1	74.9	65.9	83.9	31.9	19.5	345.6
1966	0.0	56.4	131.1	111.0	75.5	48.8	19.1	441.9
1967	8.5	58.9	76.5	64.5	58.6	38.4	23.0	328.3
1968	0.0	56.1	99.6	58.0	51.5	41.1	21.9	328.2
1969	0.0	75.6	46.5	82.1	76.7	25.7	4.4	311.0
1970	7.8	62.4	88.9	48.3	83.3	31.4	6.4	328.5
1971	0.0	57.9	102.3	69.1	70.9	41.0	15.0	356.2
1972	0.0	73.1	107.2	73.2	72.8	47.1	14.4	387.8
1973	7.3	56.4	100.6	59.7	82.8	42.1	21.1	370.1
1974	15.7	93.0	109.8	66.6	76.3	45.3	22.3	429.0
1975	7.1	64.7	74.4	63.6	79.5	31.8	17.5	338.7
1976	0.0	51.5	56.7	68.8	39.0	28.9	9.4	254.4
1977	0.0	29.6	47.6	32.6	37.3	21.8	9.0	177.9
1978	0.0	6.4	13.4	13.2	13.1	7.7	3.2	57.1
1979	0.0	13.2	9.2	52.4	34.2	6.7	2.8	118.6
1980	0.0	12.4	48.7	86.0	50.8	6.2	1.3	205.4
1981	7.9	34.9	98.2	71.8	10.4	2.6	0.8	226.7
1982	0.0	12.0	64.4	108.5	47.2	1.5	0.0	233.5
1983	0.0	0.0	2.8	129.2	85.4	15.4	0.0	232.7
1984	0.0	0.0	58.4	88.6	44.7	0.0	0.0	191.7
1985	0.0	10.0	32.1	53.8	40.3	0.0	0.0	136.1
1986	0.0	0.0	42.6	57.4	45.8	0.0	0.0	145.7
1987	0.0	0.0	54.2	69.4	37.2	0.0	0.0	160.8
1988	0.0	19.5	66.3	64.4	34.2	0.0	0.0	184.4
1989	0.0	35.2	62.7	52.3	21.4	0.0	0.0	171.7
1990	0.0	16.7	71.3	53.5	30.3	0.0	0.0	171.8
1991	0.0	0.0	53.0	58.9	32.5	0.0	0.0	144.4
1992	6.3	27.2	59.3	49.5	0.0	0.0	0.0	142.3
1993	0.0	0.0	0.0	0.0	7.6	0.0	0.0	7.6
1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1996	0.0	29.6	59.8	52.0	1.9	0.0	0.0	143.3
1997	0.0	0.0	0.0	0.0	33.8	0.0	0.0	33.8
1998	0.0	0.0	0.0	0.0	41.1	0.0	0.0	41.1
1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2000	0.0	14.2	68.4	49.6	19.7	0.0	0.0	151.8
2001	0.0	0.0	68.8	0.0	0.0	0.0	0.0	68.8
2002	0.0	36.4	82.1	60.0	10.3	0.0	0.0	188.8
2003	0.0	25.2	59.5	70.2	33.5	0.0	0.0	188.3
2004	0.0	12.0	58.3	0.0	31.1	0.0	0.0	101.4

Surface Water Remaining							
April	May	June	July	August	September	October	Total
Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft	Acre-ft
0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.9
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13.1	14.0	0.0	0.0	0.0	0.0	0.0	27.1
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3.5	0.0	0.0	0.0	0.0	0.0	0.0	3.5
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2.6	0.0	0.0	0.0	0.0	0.0	0.0	2.6
27.0	0.0	0.0	0.0	0.0	0.0	0.0	27.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.9
2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5.1	0.0	0.0	0.0	0.0	0.0	0.0	5.1
0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.4
8.5	0.0	0.0	0.0	0.0	0.0	0.0	8.5
4.1	0.0	0.0	0.0	0.0	0.0	0.0	4.1
13.4	0.0	0.0	0.0	0.0	0.0	0.0	13.4
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
20.6	0.0	0.0	0.0	0.0	0.0	10.9	31.5
37.5	50.0	0.0	0.0	0.0	0.0	5.5	93.0
12.7	28.1	0.0	0.0	0.0	15.2	19.9	76.0
36.8	0.0	0.0	0.0	0.0	19.7	3.6	60.1
35.3	21.1	0.0	0.0	0.0	10.5	5.0	71.9
15.2	28.0	0.0	0.0	0.0	15.1	11.3	69.5
4.3	0.0	0.0	0.0	0.0	23.1	8.0	35.5
11.2	0.0	0.0	0.0	0.0	7.6	16.6	35.4
12.2	0.0	0.0	0.0	0.0	5.3	19.1	36.6
14.9	49.1	0.0	0.0	0.0	38.5	24.4	127.0
0.0	0.0	0.0	0.0	11.8	0.4	23.5	35.7
27.0	103.7	57.3	50.9	0.0	0.0	29.3	268.2
44.9	120.3	58.1	173.2	82.0	104.9	102.7	686.2
53.7	219.5	313.6	256.7	196.7	110.4	99.7	1250.4
83.8	0.0	0.0	0.0	0.0	45.0	23.6	152.4
63.2	134.4	183.3	168.1	0.0	72.0	36.7	657.7
21.6	159.5	156.8	61.2	0.0	40.1	56.4	495.6
91.1	141.5	202.3	4.0	20.0	117.1	142.5	718.6
33.3	0.0	0.0	0.0	0.0	0.0	56.3	89.5
9.8	244.9	0.0	44.9	95.8	26.5	17.1	439.0
4.1	0.0	0.0	0.0	0.0	0.0	6.5	10.6
26.7	0.0	0.0	0.0	0.0	19.3	29.8	75.7
15.2	0.0	0.0	64.0	0.0	28.9	53.5	161.6

Appendix D Surface Water Available

Table 1 - River Headgate Diversions

Farm Name or Parcel Designation: Combined

ALAMOSA CR CNL D2100503; Sources Included and Excluded:

Notes: Diversions from RGDSS Model (Rules Dataset-2010)

Year (Cal)	Jan (AF)	Feb (AF)	Mar (AF)	Apr (AF)	May (AF)	Jun (AF)	Jul (AF)	Aug (AF)	Sep (AF)	Oct (AF)	Nov (AF)	Dec (AF)	Total (AF)
1960	0	0	0	415	1,781	1,968	1,484	986	433	0	0	0	7,067
1961	0	0	0	0	1,799	1,267	1,176	726	345	0	0	0	5,313
1962	0	0	0	835	2,950	2,421	1,990	2,296	889	121	0	0	11,502
1963	0	0	0	407	720	708	946	311	25	0	0	0	3,117
1964	0	0	0	176	1,120	601	757	541	174	97	0	0	3,466
1965	0	0	0	113	1,634	2,817	2,745	1,700	627	365	28	0	10,029
1966	0	0	0	819	2,854	1,613	1,208	1,029	617	6	0	0	8,146
1967	0	0	48	436	712	839	1,006	805	486	125	0	0	4,457
1968	0	0	0	367	1,809	2,444	1,379	1,075	698	0	0	0	7,772
1969	0	0	0	1,341	1,690	1,920	1,878	817	341	63	0	0	8,050
1970	0	0	387	0	1,995	1,904	2,440	1,853	0	0	0	0	8,579
1971	0	0	111	569	639	655	530	290	200	0	0	0	2,994
1972	0	0	264	631	676	801	881	831	0	151	0	0	4,235
1973	0	0	0	85	1,541	2,299	2,243	1,690	236	0	0	0	8,094
1974	0	0	0	151	994	1,228	1,502	702	111	0	0	0	4,688
1975	0	0	0	131	1,640	2,414	2,275	1,394	290	0	0	0	8,144
1976	0	0	0	538	1,392	2,493	1,932	758	69	0	0	0	7,182
1977	0	0	0	294	651	889	758	365	397	143	0	0	3,497

Table 2 - River Headgate Diversions Pro-Rata by Share or Percent of Water Right for Farm

Farm Name or Parcel Designation: S23SWS14SES22

ALAMOSA CR CNL D2100503; For Summary Period Pro-Rata Ownership: 18.0064%

Notes: Variable shares or prorata acres ownership shown in constants table

Year (Cal)	Jan (AF)	Feb (AF)	Mar (AF)	Apr (AF)	May (AF)	Jun (AF)	Jul (AF)	Aug (AF)	Sep (AF)	Oct (AF)	Nov (AF)	Dec (AF)	Total (AF)
1960	0.0	0.0	0.0	74.7	320.7	354.4	267.2	177.5	78.0	0.0	0.0	0.0	1272.5
1961	0.0	0.0	0.0	0.0	323.9	228.1	211.8	130.7	62.1	0.0	0.0	0.0	956.7
1962	0.0	0.0	0.0	150.4	531.2	435.9	358.3	413.4	160.1	21.8	0.0	0.0	2071.1
1963	0.0	0.0	0.0	73.3	129.6	127.5	170.3	56.0	4.5	0.0	0.0	0.0	561.3
1964	0.0	0.0	0.0	31.7	201.7	108.2	136.3	97.4	31.3	17.5	0.0	0.0	624.1
1965	0.0	0.0	0.0	20.3	294.2	507.2	494.3	306.1	112.9	65.7	5.0	0.0	1805.9
1966	0.0	0.0	0.0	147.5	513.9	290.4	217.5	185.3	111.1	1.1	0.0	0.0	1466.8
1967	0.0	0.0	8.6	78.5	128.2	151.1	181.1	145.0	87.5	22.5	0.0	0.0	802.5
1968	0.0	0.0	0.0	66.1	325.7	440.1	248.3	193.6	125.7	0.0	0.0	0.0	1399.5
1969	0.0	0.0	0.0	241.5	304.3	345.7	338.2	147.1	61.4	11.3	0.0	0.0	1449.5
1970	0.0	0.0	69.7	0.0	359.2	342.8	439.4	333.7	0.0	0.0	0.0	0.0	1544.8
1971	0.0	0.0	20.0	102.5	115.1	117.9	95.4	52.2	36.0	0.0	0.0	0.0	539.1
1972	0.0	0.0	47.5	113.6	121.7	144.2	158.6	149.6	0.0	27.2	0.0	0.0	762.6
1973	0.0	0.0	0.0	15.3	277.5	414.0	403.9	304.3	42.5	0.0	0.0	0.0	1457.4
1974	0.0	0.0	0.0	27.2	179.0	221.1	270.5	126.4	20.0	0.0	0.0	0.0	844.1
1975	0.0	0.0	0.0	23.6	295.3	434.7	409.6	251.0	52.2	0.0	0.0	0.0	1466.4
1976	0.0	0.0	0.0	96.9	250.6	448.9	347.9	136.5	12.4	0.0	0.0	0.0	1293.2
1977	0.0	0.0	0.0	52.9	117.2	160.1	136.5	65.7	71.5	25.7	0.0	0.0	629.7

Table 3 - Farm Headgate Delivery

Farm Name or Parcel Designation: S23SWS14SES22

ALAMOSA CR CNL D2100503; For Summary Period Canal Loss: 60%, Off-Farm Lateral Loss: 0%

Notes: Reference source of canal/off-farm loss data

Year (Cal)	Jan (AF)	Feb (AF)	Mar (AF)	Apr (AF)	May (AF)	Jun (AF)	Jul (AF)	Aug (AF)	Sep (AF)	Oct (AF)	Nov (AF)	Dec (AF)	Total (AF)
1960	0.0	0.0	0.0	29.9	128.3	141.7	106.9	71.0	31.2	0.0	0.0	0.0	509.0
1961	0.0	0.0	0.0	0.0	129.6	91.3	84.7	52.3	24.8	0.0	0.0	0.0	382.7
1962	0.0	0.0	0.0	60.1	212.5	174.4	143.3	165.4	64.0	8.7	0.0	0.0	828.4
1963	0.0	0.0	0.0	29.3	51.9	51.0	68.1	22.4	1.8	0.0	0.0	0.0	224.5
1964	0.0	0.0	0.0	12.7	80.7	43.3	54.5	39.0	12.5	7.0	0.0	0.0	249.6
1965	0.0	0.0	0.0	8.1	117.7	202.9	197.7	122.4	45.2	26.3	2.0	0.0	722.3
1966	0.0	0.0	0.0	59.0	205.6	116.2	87.0	74.1	44.4	0.4	0.0	0.0	586.7
1967	0.0	0.0	3.5	31.4	51.3	60.4	72.5	58.0	35.0	9.0	0.0	0.0	321.0
1968	0.0	0.0	0.0	26.4	130.3	176.0	99.3	77.4	50.3	0.0	0.0	0.0	559.8
1969	0.0	0.0	0.0	96.6	121.7	138.3	135.3	58.8	24.6	4.5	0.0	0.0	579.8
1970	0.0	0.0	27.9	0.0	143.7	137.1	175.7	133.5	0.0	0.0	0.0	0.0	617.9
1971	0.0	0.0	8.0	41.0	46.0	47.2	38.2	20.9	14.4	0.0	0.0	0.0	215.6
1972	0.0	0.0	19.0	45.4	48.7	57.7	63.5	59.9	0.0	10.9	0.0	0.0	305.0
1973	0.0	0.0	0.0	6.1	111.0	165.6	161.6	121.7	17.0	0.0	0.0	0.0	583.0
1974	0.0	0.0	0.0	10.9	71.6	88.4	108.2	50.6	8.0	0.0	0.0	0.0	337.7
1975	0.0	0.0	0.0	9.4	118.1	173.9	163.9	100.4	20.9	0.0	0.0	0.0	586.6
1976	0.0	0.0	0.0	38.7	100.3	179.6	139.2	54.6	5.0	0.0	0.0	0.0	517.3
1977	0.0	0.0	0.0	21.2	46.9	64.0	54.6	26.3	28.6	10.3	0.0	0.0	251.9

Table 1 - River Headgate Diversions

Farm Name or Parcel Designation: Roland_Reinhart

ALAMOSA CR CNL D2100503; Sources Included and Excluded:

Notes: Diversions from RGDSS Model (Rules Dataset-2010)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1978	0	0	0	333	516	869	518	149	0	0	0	0	2,385
1979	0	0	0	301	1,256	3,035	2,634	1,279	379	0	0	0	8,884
1980	0	0	0	397	938	3,144	2,001	668	95	16	0	0	7,259
1981	0	0	0	198	575	577	635	528	333	0	0	0	2,846
1982	0	0	0	458	835	1,997	1,664	1,020	329	369	250	0	6,922
1983	0	0	0	833	1,995	2,610	3,170	1,137	462	417	0	0	10,624
1984	0	0	0	317	2,277	1,730	2,061	1,246	714	492	40	0	8,877
1985	0	0	0	817	992	3,384	2,051	1,133	438	79	0	0	8,894
1986	0	0	161	785	1,250	2,763	1,632	974	234	111	0	0	7,910
1987	0	0	0	337	1,623	2,721	3,420	1,065	458	252	129	0	10,005
1988	0	0	0	202	645	1,486	1,414	659	514	177	0	0	5,097
1989	0	0	63	601	861	1,038	1,694	643	168	369	0	0	5,437
1990	0	0	0	270	865	805	986	483	118	424	0	0	3,951
1991	0	0	0	367	2,164	1,809	1,720	921	864	543	0	0	8,388
1992	0	0	0	235	918	1,321	1,669	764	8	522	0	0	5,437
1993	0	0	0	383	1,724	3,250	2,854	247	0	340	0	0	8,798
Average	0	0	14	427	1,215	2,034	1,883	807	320	257	26	0	6,982
Minimum	0	0	0	198	516	577	518	149	0	0	0	0	2,385
Maximum	0	0	161	833	2,277	3,384	3,420	1,279	864	543	250	0	10,624
Max3	0	0	75	812	2,145	3,259	3,148	1,221	697	519	140	0	9,841
DryYr	0	0	0	286	848	1,180	1,523	586	107	48	0	0	5,267
WetYr	0	0	0	530	1,674	2,899	2,348	1,099	460	421	0	0	8,881
DryAvg	0	0	0	238	684	894	1,015	399	42	13	0	0	3,909
WetAvg	0	0	45	713	1,967	3,142	2,885	1,179	603	480	84	0	9,458

Table 2 - River Headgate Diversions Pro-Rata by Share or Percent of Water Right for Farm

Farm Name or Parcel Designation: Roland_Reinhart

ALAMOSA CR CNL D2100503; For Summary Period Pro-Rata Ownership: 1978-198: 9.0% 1984-199: 23.5% 1993 19.9%

Notes: Variable shares or prorata acres ownership shown in constants table

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1978	0.0	0.0	0.0	30.0	46.5	78.2	46.6	13.4	0.0	0.0	0.0	0.0	214.7
1979	0.0	0.0	0.0	27.1	113.1	273.2	237.1	115.2	34.1	0.0	0.0	0.0	799.8
1980	0.0	0.0	0.0	35.7	84.5	283.1	180.2	60.1	8.6	1.4	0.0	0.0	653.5
1981	0.0	0.0	0.0	17.8	51.8	51.9	57.2	47.5	30.0	0.0	0.0	0.0	256.2
1982	0.0	0.0	0.0	41.2	75.2	179.8	149.8	91.8	29.6	33.2	22.5	0.0	623.2
1983	0.0	0.0	0.0	195.5	468.3	612.6	744.1	266.9	108.4	97.9	0.0	0.0	2493.7
1984	0.0	0.0	0.0	74.4	534.5	406.1	483.8	292.5	167.6	115.5	9.4	0.0	2083.7
1985	0.0	0.0	0.0	191.8	232.8	794.3	481.4	265.9	102.8	18.5	0.0	0.0	2087.7
1986	0.0	0.0	37.8	184.3	293.4	648.5	383.1	228.6	54.9	26.1	0.0	0.0	1856.7
1987	0.0	0.0	0.0	79.1	381.0	638.7	802.8	250.0	107.5	59.2	30.3	0.0	2348.4
1988	0.0	0.0	0.0	47.4	151.4	348.8	331.9	154.7	120.6	41.5	0.0	0.0	1196.4
1989	0.0	0.0	14.8	141.1	202.1	243.6	397.6	150.9	39.4	86.6	0.0	0.0	1276.2
1990	0.0	0.0	0.0	63.4	203.0	189.0	231.4	113.4	27.7	99.5	0.0	0.0	927.4
1991	0.0	0.0	0.0	86.1	507.9	424.6	403.7	216.2	202.8	127.5	0.0	0.0	1968.9
1992	0.0	0.0	0.0	55.2	215.5	310.1	391.8	179.3	1.9	122.5	0.0	0.0	1276.2
1993	0.0	0.0	0.0	76.4	343.9	648.2	569.2	49.3	0.0	67.8	0.0	0.0	1754.8
Average	0.0	0.0	3.3	84.2	244.0	383.2	368.2	156.0	64.8	56.1	3.9	0.0	1363.6
Minimum	0.0	0.0	0.0	17.8	46.5	51.9	46.6	13.4	0.0	0.0	0.0	0.0	214.7
Maximum	0.0	0.0	37.8	195.5	534.5	794.3	802.8	292.5	202.8	127.5	30.3	0.0	2493.7
Max3	0.0	0.0	17.5	190.5	503.6	697.0	705.4	275.1	163.7	121.8	20.7	0.0	2309.9
DryYr	0.0	0.0	0.0	38.5	98.8	216.3	205.8	76.0	18.1	10.0	0.0	0.0	726.7
WetYr	0.0	0.0	0.0	113.6	362.4	625.7	482.6	239.3	108.0	98.7	0.0	0.0	2026.3
DryAvg	0.0	0.0	0.0	29.8	71.3	143.0	127.9	49.3	5.7	2.3	0.0	0.0	494.9
WetAvg	0.0	0.0	10.5	165.2	450.8	671.1	616.5	262.9	141.5	112.7	12.4	0.0	2208.0
Max10yr	0.0	0.0	52.6	1118.2	3189.9	4652.0	4651.6	2118.4	961.5	794.8	62.2	0.0	17515.3
Max20yr	0.0	0.0	52.6	1118.2	3189.9	4652.0	4651.6	2118.4	961.5	794.8	62.2	0.0	17515.3

Table 3 - Farm Headgate Delivery

Farm Name or Parcel Designation: Roland_Reinhart

ALAMOSA CR CNL D2100503; For Summary Period Canal Loss: 60%prior to 1993, 10% 1993 on

Notes: Reference source of canal/off-farm loss data

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1978	0.0	0.0	0.0	12.0	18.6	31.3	18.7	5.4	0.0	0.0	0.0	0.0	85.9
1979	0.0	0.0	0.0	10.8	45.2	109.3	94.9	46.1	13.6	0.0	0.0	0.0	319.9
1980	0.0	0.0	0.0	14.3	33.8	113.2	72.1	24.1	3.4	0.6	0.0	0.0	261.4
1981	0.0	0.0	0.0	7.1	20.7	20.8	22.9	19.0	12.0	0.0	0.0	0.0	102.5
1982	0.0	0.0	0.0	16.5	30.1	71.9	59.9	36.7	11.8	13.3	9.0	0.0	249.3
1983	0.0	0.0	0.0	78.2	187.3	245.1	297.6	106.8	43.4	39.2	0.0	0.0	997.5
1984	0.0	0.0	0.0	29.8	213.8	162.4	193.5	117.0	67.0	46.2	3.8	0.0	833.5
1985	0.0	0.0	0.0	76.7	93.1	317.7	192.6	106.4	41.1	7.4	0.0	0.0	835.1
1986	0.0	0.0	15.1	73.7	117.4	259.4	153.2	91.4	22.0	10.4	0.0	0.0	742.7
1987	0.0	0.0	0.0	31.6	152.4	255.5	321.1	100.0	43.0	23.7	12.1	0.0	939.4
1988	0.0	0.0	0.0	19.0	60.6	139.5	132.8	61.9	48.3	16.6	0.0	0.0	478.6
1989	0.0	0.0	5.9	56.4	80.8	97.5	159.1	60.4	15.8	34.6	0.0	0.0	510.5
1990	0.0	0.0	0.0	25.4	81.2	75.6	92.6	45.3	11.1	39.8	0.0	0.0	371.0
1991	0.0	0.0	0.0	34.5	203.2	169.8	161.5	86.5	81.1	51.0	0.0	0.0	787.6
1992	0.0	0.0	0.0	22.1	86.2	124.0	156.7	71.7	0.8	49.0	0.0	0.0	510.5
1993	0.0	0.0	0.0	68.8	309.5	583.4	512.3	44.3	0.0	61.0	0.0	0.0	1579.3
Average	0.0	0.0	1.3	36.1	108.4	173.5	165.1	63.9	25.9	24.6	1.6	0.0	600.3
Minimum	0.0	0.0	0.0	7.1	18.6	20.8	18.7	5.4	0.0	0.0	0.0	0.0	85.9
Maximum	0.0	0.0	15.1	78.2	309.5	583.4	512.3	117.0	81.1	61.0	12.1	0.0	1579.3
Max3	0.0	0.0	7.0	76.2	242.1	386.8	377.0	110.0	65.5	53.7	8.3	0.0	1172.1
DryYr	0.0	0.0	0.0	15.4	39.5	86.5	82.3	40.5	7.3	4.0	0.0	0.0	290.7
WetYr	0.0	0.0	0.0	62.6	169.8	250.3	193.0	95.7	43.2	43.0	0.0	0.0	834.3
DryAvg	0.0	0.0	0.0	11.9	28.5	57.2	51.2	25.1	2.3	0.9	0.0	0.0	198.0
WetAvg	0.0	0.0	4.2	72.0	216.7	333.3	303.5	105.2	56.6	50.0	5.0	0.0	1037.1
Max10yr	0.0	0.0	21.0	447.3	1398.1	2184.9	2075.3	847.4	384.6	339.8	24.9	0.0	7587.9
Max20yr	0.0	0.0	21.0	447.3	1398.1	2184.9	2075.3	847.4	384.6	339.8	24.9	0.0	7587.9

Table 1 - River Headgate Diversions

Farm Name or Parcel Designation: Rod_Reinhart

ALAMOSA CR CNL D2100503; Sources Included and Excluded:

Notes: Diversions from RGDSS Model (Rules Dataset-2010)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1985	0	0	0	817	992	3,384	2,051	1,133	438	79	0	0	8,894
1986	0	0	161	785	1,250	2,763	1,632	974	234	111	0	0	7,910
1987	0	0	0	337	1,623	2,721	3,420	1,065	458	252	129	0	10,005
1988	0	0	0	202	645	1,486	1,414	659	514	177	0	0	5,097
1989	0	0	63	601	861	1,038	1,694	643	168	369	0	0	5,437
1990	0	0	0	270	865	805	986	483	118	424	0	0	3,951
1991	0	0	0	367	2,164	1,809	1,720	921	864	543	0	0	8,388
1992	0	0	0	235	918	1,321	1,669	764	8	522	0	0	5,437
1993	0	0	0	383	1,724	3,250	2,854	247	0	340	0	0	8,798
1994	0	0	0	294	1,274	2,312	2,581	1,423	686	571	19	0	9,160
1995	0	0	0	281	1,470	2,784	3,131	2,399	737	584	0	0	11,386
1996	0	0	0	529	1,093	1,247	1,316	887	398	157	0	0	5,627
1997	0	0	0	356	1,232	2,566	2,846	829	524	236	0	0	8,589
1998	0	0	0	130	1,606	2,689	2,172	945	422	320	0	0	8,284
1999	0	0	7	463	1,015	2,338	2,321	1,155	851	793	92	0	9,035
2000	0	0	0	288	1,099	1,486	1,424	673	238	332	0	0	5,540
2001	0	0	0	239	2,048	1,582	1,494	1,190	432	202	100	0	7,287
2002	0	0	0	281	953	638	453	3	23	116	28	0	2,495
2003	0	0	0	267	703	847	1,174	471	365	320	31	0	4,178
2004	0	0	0	102	987	1,161	1,588	532	506	343	0	0	5,219
2005	0	0	0	530	1,902	2,493	2,679	1,313	470	422	6	0	9,815
2006	0	0	0	399	758	1,251	1,389	726	477	440	28	0	5,468
2007	0	0	0	328	1,275	1,781	2,310	1,507	714	483	86	0	8,484
2008	0	0	0	516	1,305	2,237	2,239	1,336	481	406	0	0	8,520
2009	0	0	0	396	2,786	1,830	2,150	1,882	597	263	0	0	9,904
2010	0	0	0	278	1,368	1,706	1,503	954	411	203	22	0	6,445
2011	0	0	0	302	658	1,137	1,404	573	362	391	0	0	4,827
2012	0	0	0	473	759	1,091	1,032	1,010	286	38	0	0	4,689
2013	0	0	0	295	580	755	814	599	537	390	0	0	3,970
2014	0	0	0	453	953	1,479	1,135	938	380	409	0	0	5,747
2015	0	0	0	406	652	1,144	1,082	1,061	361	281	0	0	4,987
2016	0	0	0	480	854	1,840	1,593	958	527	451	0	0	6,703
2017	0	0	0	664	1,002	1,984	1,825	998	927	551	17	0	7,968
2018	0	0	19	576	979	1,433	1,401	733	160	128	11	0	5,440
2019	0	0	0	482	865	2,576	2,266	1,412	817	629	13	0	9,060
Average	0	0	7	394	1,178	1,799	1,793	954	443	351	17	0	6,936
Minimum	0	0	0	102	580	638	453	3	0	38	0	0	2,495
Maximum	0	0	161	817	2,786	3,384	3,420	2,399	927	793	129	0	11,386
Max3	0	0	81	755	2,333	3,139	3,135	1,929	881	669	107	0	10,432
DryYr	0	0	0	281	862	1,183	1,392	663	305	211	0	0	5,274
WetYr	0	0	0	482	1,352	2,454	2,259	1,150	535	448	19	0	8,746
DryAvg	0	0	0	229	733	980	1,077	487	154	142	0	0	4,469
WetAvg	0	0	25	598	1,804	2,768	2,667	1,477	726	558	55	0	9,480

Table 2 - River Headgate Diversions Pro-Rata by Share or Percent of Water Right for Farm

Farm Name or Parcel Designation: Rod_Reinhart 1985-199: 11.3% 1993 9.6% 1994-200· 21.9% **2005-201! 14.5%**

ALAMOSA CR CNL D2100503; For Summary Period Pro-Rata Ownership:

Notes: Variable shares or prorata acres ownership shown in constants table

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1985	0.0	0.0	0.0	91.9	111.6	380.8	230.8	127.5	49.3	8.9	0.0	0.0	1000.9
1986	0.0	0.0	18.1	88.3	140.7	310.9	183.7	109.6	26.3	12.5	0.0	0.0	890.2
1987	0.0	0.0	0.0	37.9	182.7	306.2	384.9	119.9	51.5	28.4	14.5	0.0	1126.0
1988	0.0	0.0	0.0	22.7	72.6	167.2	159.1	74.2	57.8	19.9	0.0	0.0	573.6
1989	0.0	0.0	7.1	67.6	96.9	116.8	190.6	72.4	18.9	41.5	0.0	0.0	611.9
1990	0.0	0.0	0.0	30.4	97.3	90.6	111.0	54.4	13.3	47.7	0.0	0.0	444.6
1991	0.0	0.0	0.0	41.3	243.5	203.6	193.6	103.6	97.2	61.1	0.0	0.0	944.0
1992	0.0	0.0	0.0	26.4	103.3	148.7	187.8	86.0	0.9	58.7	0.0	0.0	611.9
1993	0.0	0.0	0.0	36.6	164.9	310.8	272.9	23.6	0.0	32.5	0.0	0.0	841.3
1994	0.0	0.0	0.0	64.3	278.5	505.4	564.2	311.0	149.9	124.8	4.2	0.0	2002.2
1995	0.0	0.0	0.0	61.4	321.3	608.5	684.4	524.4	161.1	127.7	0.0	0.0	2488.7
1996	0.0	0.0	0.0	115.6	238.9	272.6	287.7	193.9	87.0	34.3	0.0	0.0	1229.9
1997	0.0	0.0	0.0	77.8	269.3	560.9	622.1	181.2	124.5	51.6	0.0	0.0	1877.4
1998	0.0	0.0	0.0	28.4	351.0	587.8	474.8	206.6	92.2	69.9	0.0	0.0	1810.7
1999	0.0	0.0	1.5	101.2	221.9	511.0	507.3	252.5	186.0	173.3	20.1	0.0	1974.9
2000	0.0	0.0	0.0	63.0	240.2	324.8	311.3	147.1	52.0	72.6	0.0	0.0	1210.9
2001	0.0	0.0	0.0	52.2	447.7	345.8	326.6	260.1	94.4	44.2	21.9	0.0	1592.8
2002	0.0	0.0	0.0	61.4	208.3	139.5	99.0	0.7	5.0	25.4	6.1	0.0	545.4
2003	0.0	0.0	0.0	58.4	153.7	185.1	256.6	103.0	79.8	69.9	6.8	0.0	913.2
2004	0.0	0.0	0.0	22.3	215.7	253.8	347.1	116.3	110.6	75.0	0.0	0.0	1140.8
2005	0.0	0.0	0.0	76.7	275.4	361.0	387.9	190.1	68.1	61.1	0.9	0.0	1421.3
2006	0.0	0.0	0.0	57.8	109.8	181.2	201.1	105.1	69.1	63.7	4.1	0.0	791.8
2007	0.0	0.0	0.0	47.5	184.6	257.9	334.5	218.2	103.4	69.9	12.5	0.0	1228.6
2008	0.0	0.0	0.0	74.7	189.0	323.9	324.2	193.5	69.7	58.8	0.0	0.0	1233.8
2009	0.0	0.0	0.0	57.3	403.4	265.0	311.3	272.5	86.5	38.1	0.0	0.0	1434.2
2010	0.0	0.0	0.0	40.3	198.1	247.0	217.6	138.1	59.5	29.4	3.2	0.0	933.3
2011	0.0	0.0	0.0	43.7	95.3	164.6	203.3	83.0	52.4	56.6	0.0	0.0	699.0
2012	0.0	0.0	0.0	68.5	109.9	158.0	149.4	146.3	41.4	5.5	0.0	0.0	679.0
2013	0.0	0.0	0.0	42.7	84.0	109.3	117.9	86.7	77.8	56.5	0.0	0.0	574.9
2014	0.0	0.0	0.0	65.6	138.0	214.2	164.4	135.8	55.0	59.2	0.0	0.0	832.2
2015	0.0	0.0	0.0	58.8	94.4	165.7	156.7	153.6	52.3	40.7	0.0	0.0	722.2
2016	0.0	0.0	0.0	69.5	123.7	266.4	230.7	138.7	76.3	65.3	0.0	0.0	970.7
2017	0.0	0.0	0.0	96.2	145.1	287.3	264.3	144.5	134.2	79.8	2.5	0.0	1153.8
2018	0.0	0.0	2.8	83.4	141.8	207.5	202.9	106.1	23.2	18.5	1.6	0.0	787.8
2019	0.0	0.0	0.0	69.8	125.3	373.0	328.1	204.5	118.3	91.1	1.9	0.0	1312.0
Average	0.0	0.0	0.8	60.1	187.9	283.2	285.4	153.8	72.4	56.4	2.9	0.0	1103.0
Minimum	0.0	0.0	0.0	22.3	72.6	90.6	99.0	0.7	0.0	5.5	0.0	0.0	444.6
Maximum	0.0	0.0	18.1	115.6	447.7	608.5	684.4	524.4	186.0	173.3	21.9	0.0	2488.7
Max3	0.0	0.0	9.3	104.3	400.7	585.7	623.5	369.3	165.7	141.9	18.8	0.0	2155.3
DryYr	0.0	0.0	0.0	41.7	110.3	170.7	188.5	103.1	49.9	33.0	0.0	0.0	738.6
WetYr	0.0	0.0	0.0	73.5	239.9	340.5	332.9	193.8	96.5	69.9	3.0	0.0	1292.4
DryAvg	0.0	0.0	0.0	32.8	97.4	143.1	151.7	68.7	22.8	21.4	0.0	0.0	620.1
WetAvg	0.0	0.0	2.9	87.9	307.0	457.5	464.0	263.7	127.2	95.4	9.6	0.0	1720.7
Max10yr	0.0	0.0	25.2	683.7	2741.9	4176.2	4238.9	2186.3	1022.1	806.6	72.2	0.0	15646.1
Max20yr	0.0	0.0	26.7	1241.2	4818.5	6594.2	6921.7	3730.2	1760.4	1363.8	79.6	0.0	26227.0

Table 3 - Farm Headgate Delivery

Farm Name or Parcel Designation: Rod_Reinhart

ALAMOSA CR CNL D2100503; For Summary Period Canal Loss: 60%prior to 1993, 10% 1993 on

Notes: Reference source of canal/off-farm loss data

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1985	0.0	0.0	0.0	36.8	44.7	152.3	92.3	51.0	19.7	3.6	0.0	0.0	400.4
1986	0.0	0.0	7.2	35.3	56.3	124.4	73.5	43.8	10.5	5.0	0.0	0.0	356.1
1987	0.0	0.0	0.0	15.2	73.1	122.5	154.0	47.9	20.6	11.3	5.8	0.0	450.4
1988	0.0	0.0	0.0	9.1	29.0	66.9	63.7	29.7	23.1	8.0	0.0	0.0	229.4
1989	0.0	0.0	2.8	27.1	38.8	46.7	76.3	28.9	7.6	16.6	0.0	0.0	244.8
1990	0.0	0.0	0.0	12.2	38.9	36.2	44.4	21.7	5.3	19.1	0.0	0.0	177.9
1991	0.0	0.0	0.0	16.5	97.4	81.4	77.4	41.5	38.9	24.4	0.0	0.0	377.6
1992	0.0	0.0	0.0	10.6	41.3	59.5	75.1	34.4	0.4	23.5	0.0	0.0	244.8
1993	0.0	0.0	0.0	33.0	148.4	279.7	245.6	21.3	0.0	29.3	0.0	0.0	757.2
1994	0.0	0.0	0.0	57.8	250.6	454.8	507.7	279.9	135.0	112.3	3.7	0.0	1802.0
1995	0.0	0.0	0.0	55.3	289.2	547.7	615.9	471.9	145.0	114.9	0.0	0.0	2239.9
1996	0.0	0.0	0.0	104.1	215.0	245.3	258.9	174.5	78.3	30.9	0.0	0.0	1107.0
1997	0.0	0.0	0.0	70.0	242.4	504.8	559.9	163.1	103.1	46.4	0.0	0.0	1689.6
1998	0.0	0.0	0.0	25.6	315.9	529.0	427.3	185.9	83.0	63.0	0.0	0.0	1629.6
1999	0.0	0.0	1.4	91.1	199.7	459.9	456.6	227.2	167.4	156.0	18.1	0.0	1777.4
2000	0.0	0.0	0.0	56.7	216.2	292.3	280.1	132.4	46.8	65.3	0.0	0.0	1089.8
2001	0.0	0.0	0.0	47.0	402.9	311.2	293.9	234.1	85.0	39.7	19.7	0.0	1433.5
2002	0.0	0.0	0.0	55.3	187.5	125.5	89.1	0.6	4.5	22.8	5.5	0.0	490.8
2003	0.0	0.0	0.0	52.5	138.3	166.6	231.0	92.7	71.8	63.0	6.1	0.0	821.9
2004	0.0	0.0	0.0	20.1	194.2	228.4	312.4	104.7	99.5	67.5	0.0	0.0	1026.7
2005	0.0	0.0	0.0	69.1	247.9	324.9	349.1	171.1	61.3	55.0	0.8	0.0	1279.2
2006	0.0	0.0	0.0	52.0	98.8	163.0	181.0	94.6	62.2	57.3	3.6	0.0	712.6
2007	0.0	0.0	0.0	42.7	166.2	232.1	301.1	196.4	93.1	62.9	11.2	0.0	1105.7
2008	0.0	0.0	0.0	67.2	170.1	291.5	291.8	174.1	62.7	52.9	0.0	0.0	1110.4
2009	0.0	0.0	0.0	51.6	363.1	238.5	280.2	245.3	77.8	34.3	0.0	0.0	1290.8
2010	0.0	0.0	0.0	36.2	178.3	222.3	195.9	124.3	53.6	26.5	2.9	0.0	840.0
2011	0.0	0.0	0.0	39.4	85.8	148.2	183.0	74.7	47.2	51.0	0.0	0.0	629.1
2012	0.0	0.0	0.0	61.6	98.9	142.2	134.5	131.6	37.3	5.0	0.0	0.0	611.1
2013	0.0	0.0	0.0	38.4	75.6	98.4	106.1	78.1	70.0	50.8	0.0	0.0	517.4
2014	0.0	0.0	0.0	59.0	124.2	192.8	147.9	122.2	49.5	53.3	0.0	0.0	749.0
2015	0.0	0.0	0.0	52.9	85.0	149.1	141.0	138.3	47.0	36.6	0.0	0.0	649.9
2016	0.0	0.0	0.0	62.6	111.3	239.8	207.6	124.9	68.7	58.8	0.0	0.0	873.6
2017	0.0	0.0	0.0	86.5	130.6	258.6	237.8	130.1	120.8	71.8	2.2	0.0	1038.5
2018	0.0	0.0	2.5	75.1	127.6	186.8	182.6	95.5	20.9	16.7	1.4	0.0	709.0
2019	0.0	0.0	0.0	62.8	112.7	335.7	295.3	184.0	106.5	82.0	1.7	0.0	1180.8
Average	0.0	0.0	0.4	48.2	154.2	230.3	233.4	127.8	60.7	46.8	2.4	0.0	904.1
Minimum	0.0	0.0	0.0	9.1	29.0	36.2	44.4	0.6	0.0	3.6	0.0	0.0	177.9
Maximum	0.0	0.0	7.2	104.1	402.9	547.7	615.9	471.9	167.4	156.0	19.7	0.0	2239.9
Max3	0.0	0.0	4.2	93.9	360.6	527.1	561.2	332.4	149.1	127.7	16.3	0.0	1939.7
DryYr	0.0	0.0	0.0	33.6	85.2	129.7	113.2	48.7	21.4	23.0	0.0	0.0	497.5
WetYr	0.0	0.0	0.0	62.3	211.2	292.1	295.0	174.4	84.5	63.0	2.7	0.0	1163.2
DryAvg	0.0	0.0	0.0	20.3	56.8	89.1	81.1	31.9	11.1	13.1	0.0	0.0	347.0
WetAvg	0.0	0.0	1.4	75.1	275.4	405.3	412.0	237.4	114.0	85.9	7.9	0.0	1548.6
Max10yr	0.0	0.0	10.1	615.3	2467.7	3750.3	3735.1	1962.3	919.9	714.3	65.0	0.0	14081.5
Max20yr	0.0	0.0	11.5	1117.1	4209.2	5908.1	6195.0	3357.2	1584.4	1177.4	71.6	0.0	23444.2

Table 1 - River Headgate Diversions

Farm Name or Parcel Designation: SWNENWS14

ALAMOSA CR CNL D2100503; Sources Included and Excluded:

Notes: Diversions from RGDSS Model (Rules Dataset-2010)

Year (Cal)	Jan (AF)	Feb (AF)	Mar (AF)	Apr (AF)	May (AF)	Jun (AF)	Jul (AF)	Aug (AF)	Sep (AF)	Oct (AF)	Nov (AF)	Dec (AF)	Total (AF)
1960	0	0	0	415	1,781	1,968	1,484	986	433	0	0	0	7,067
1961	0	0	0	0	1,799	1,267	1,176	726	345	0	0	0	5,313
1962	0	0	0	835	2,950	2,421	1,990	2,296	889	121	0	0	11,502
1963	0	0	0	407	720	708	946	311	25	0	0	0	3,117
1964	0	0	0	176	1,120	601	757	541	174	97	0	0	3,466
1965	0	0	0	113	1,634	2,817	2,745	1,700	627	365	28	0	10,029
1966	0	0	0	819	2,854	1,613	1,208	1,029	617	6	0	0	8,146
1967	0	0	48	436	712	839	1,006	805	486	125	0	0	4,457
1968	0	0	0	367	1,809	2,444	1,379	1,075	698	0	0	0	7,772
1969	0	0	0	1,341	1,690	1,920	1,878	817	341	63	0	0	8,050
1970	0	0	387	0	1,995	1,904	2,440	1,853	0	0	0	0	8,579
1971	0	0	111	569	639	655	530	290	200	0	0	0	2,994
1972	0	0	264	681	676	801	881	831	0	151	0	0	4,235
1973	0	0	0	85	1,541	2,299	2,243	1,690	236	0	0	0	8,094
1974	0	0	0	151	994	1,228	1,502	702	111	0	0	0	4,688
1975	0	0	0	131	1,640	2,414	2,275	1,394	290	0	0	0	8,144
1976	0	0	0	538	1,392	2,493	1,932	758	69	0	0	0	7,182
1977	0	0	0	294	651	889	758	365	397	143	0	0	3,497
1978	0	0	0	333	516	869	518	149	0	0	0	0	2,385
1979	0	0	0	301	1,256	3,035	2,634	1,279	379	0	0	0	8,884
1980	0	0	0	397	938	3,144	2,001	668	95	16	0	0	7,259
1981	0	0	0	198	575	577	635	528	333	0	0	0	2,846
1982	0	0	0	458	835	1,997	1,664	1,020	329	369	250	0	6,922
1983	0	0	0	833	1,995	2,610	3,170	1,137	462	417	0	0	10,624
Average	0	0	34	410	1,363	1,730	1,573	956	314	78	12	0	6,469
Minimum	0	0	0	0	516	577	518	149	0	0	0	0	2,385
Maximum	0	0	387	1,341	2,950	3,144	3,170	2,296	889	417	250	0	11,502
Max3	0	0	254	1,003	2,600	2,999	2,850	1,950	738	384	93	0	10,718
DryYr	0	0	0	164	716	854	914	605	103	0	0	0	3,866
WetYr	0	0	0	554	1,790	2,433	2,122	1,208	448	123	0	0	8,145
DryAvg	0	0	0	92	641	719	713	398	42	0	0	0	3,167
WetAvg	0	0	116	797	2,170	2,711	2,518	1,631	604	242	40	0	9,416

Table 2 - River Headgate Diversions Pro-Rata by Share or Percent of Water Right for Farm

Farm Name or Parcel Designation: SWNENWS14

ALAMOSA CR CNL D2100503; For Summary Period Pro-Rata Ownership: 14.4695%

Notes: Variable shares or prorata acres ownership shown in constants table

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1960	0.0	0.0	0.0	60.0	257.7	284.8	214.7	142.7	62.7	0.0	0.0	0.0	1022.6
1961	0.0	0.0	0.0	0.0	260.3	183.3	170.2	105.0	49.9	0.0	0.0	0.0	768.8
1962	0.0	0.0	0.0	120.8	426.8	350.3	287.9	332.2	128.6	17.5	0.0	0.0	1664.3
1963	0.0	0.0	0.0	58.9	104.2	102.4	136.9	45.0	3.6	0.0	0.0	0.0	451.0
1964	0.0	0.0	0.0	25.5	162.1	87.0	109.5	78.3	25.2	14.0	0.0	0.0	501.5
1965	0.0	0.0	0.0	16.4	236.4	407.6	397.2	246.0	90.7	52.8	4.1	0.0	1451.1
1966	0.0	0.0	0.0	118.5	413.0	233.4	174.8	148.9	89.3	0.9	0.0	0.0	1178.7
1967	0.0	0.0	6.9	63.1	103.0	121.4	145.6	116.5	70.3	18.1	0.0	0.0	644.9
1968	0.0	0.0	0.0	53.1	261.8	353.6	199.5	155.5	101.0	0.0	0.0	0.0	1124.6
1969	0.0	0.0	0.0	194.0	244.5	277.8	271.7	118.2	49.3	9.1	0.0	0.0	1164.8
1970	0.0	0.0	56.0	0.0	288.7	275.5	353.1	268.1	0.0	0.0	0.0	0.0	1241.3
1971	0.0	0.0	16.1	82.3	92.5	94.8	76.7	42.0	28.9	0.0	0.0	0.0	433.2
1972	0.0	0.0	38.2	91.3	97.8	115.9	127.5	120.2	0.0	21.8	0.0	0.0	612.8
1973	0.0	0.0	0.0	12.3	223.0	332.7	324.5	244.5	34.1	0.0	0.0	0.0	1171.2
1974	0.0	0.0	0.0	21.8	143.8	177.7	217.3	101.6	16.1	0.0	0.0	0.0	678.3
1975	0.0	0.0	0.0	19.0	237.3	349.3	329.2	201.7	42.0	0.0	0.0	0.0	1178.4
1976	0.0	0.0	0.0	77.8	201.4	360.7	279.5	109.7	10.0	0.0	0.0	0.0	1039.2
1977	0.0	0.0	0.0	42.5	94.2	128.6	109.7	52.8	57.4	20.7	0.0	0.0	506.0
1978	0.0	0.0	0.0	48.2	74.7	125.7	75.0	21.6	0.0	0.0	0.0	0.0	345.1
1979	0.0	0.0	0.0	43.6	181.7	439.1	381.1	185.1	54.8	0.0	0.0	0.0	1285.5
1980	0.0	0.0	0.0	57.4	135.7	454.9	289.5	96.7	13.7	2.3	0.0	0.0	1050.3
1981	0.0	0.0	0.0	28.6	83.2	83.5	91.9	76.4	48.2	0.0	0.0	0.0	411.8
1982	0.0	0.0	0.0	66.3	120.8	289.0	240.8	147.6	47.6	53.4	36.2	0.0	1001.6
1983	0.0	0.0	0.0	120.5	288.7	377.7	458.7	164.5	66.8	60.3	0.0	0.0	1537.2
Average	0.0	0.0	4.9	59.3	197.2	250.3	227.6	138.4	45.4	11.3	1.7	0.0	936.0
Minimum	0.0	0.0	0.0	0.0	74.7	83.5	75.0	21.6	0.0	0.0	0.0	0.0	345.1
Maximum	0.0	0.0	56.0	194.0	426.8	454.9	458.7	332.2	128.6	60.3	36.2	0.0	1664.3
Max3	0.0	0.0	36.8	145.1	376.2	433.9	412.3	282.1	106.8	55.5	13.4	0.0	1550.9
DryYr	0.0	0.0	0.0	23.7	103.6	123.6	132.2	87.5	14.9	0.0	0.0	0.0	559.4
WetYr	0.0	0.0	0.0	80.1	259.0	352.0	307.0	174.8	64.8	17.8	0.0	0.0	1178.5
DryAvg	0.0	0.0	0.0	13.3	92.7	104.1	103.2	57.6	6.0	0.0	0.0	0.0	458.3
WetAvg	0.0	0.0	16.7	115.4	314.0	392.2	364.4	236.1	87.4	35.0	5.7	0.0	1362.4
Max10yr	0.0	0.0	117.2	732.6	2500.8	2786.2	2472.7	1613.8	670.7	136.7	36.2	0.0	10191.0
Max20yr	0.0	0.0	117.2	1182.3	4104.8	5085.9	4652.8	2835.6	914.0	253.5	40.2	0.0	18557.5

Table 3 - Farm Headgate Delivery

Farm Name or Parcel Designation: SWNENWS14

ALAMOSA CR CNL D2100503; For Summary Period Canal Loss: 60%, Off-Farm Lateral Loss: 0%

Notes: Reference source of canal/off-farm loss data

Year (Cal)	Jan (AF)	Feb (AF)	Mar (AF)	Apr (AF)	May (AF)	Jun (AF)	Jul (AF)	Aug (AF)	Sep (AF)	Oct (AF)	Nov (AF)	Dec (AF)	Total (AF)
1960	0.0	0.0	0.0	24.0	103.1	113.9	85.9	57.1	25.1	0.0	0.0	0.0	409.0
1961	0.0	0.0	0.0	0.0	104.1	73.3	68.1	42.0	20.0	0.0	0.0	0.0	307.5
1962	0.0	0.0	0.0	48.3	170.7	140.1	115.2	132.9	51.5	7.0	0.0	0.0	665.7
1963	0.0	0.0	0.0	23.6	41.7	41.0	54.8	18.0	1.4	0.0	0.0	0.0	180.4
1964	0.0	0.0	0.0	10.2	64.8	34.8	43.8	31.3	10.1	5.6	0.0	0.0	200.6
1965	0.0	0.0	0.0	6.5	94.6	163.0	158.9	98.4	36.3	21.1	1.6	0.0	580.5
1966	0.0	0.0	0.0	47.4	165.2	93.4	69.9	59.6	35.7	0.3	0.0	0.0	471.5
1967	0.0	0.0	2.8	25.2	41.2	48.6	58.2	46.6	28.1	7.2	0.0	0.0	258.0
1968	0.0	0.0	0.0	21.2	104.7	141.5	79.8	62.2	40.4	0.0	0.0	0.0	449.8
1969	0.0	0.0	0.0	77.6	97.8	111.1	108.7	47.3	19.7	3.6	0.0	0.0	465.9
1970	0.0	0.0	22.4	0.0	115.5	110.2	141.2	107.2	0.0	0.0	0.0	0.0	496.5
1971	0.0	0.0	6.4	32.9	37.0	37.9	30.7	16.8	11.6	0.0	0.0	0.0	173.3
1972	0.0	0.0	15.3	36.5	39.1	46.4	51.0	48.1	0.0	8.7	0.0	0.0	245.1
1973	0.0	0.0	0.0	4.9	89.2	133.1	129.8	97.8	13.7	0.0	0.0	0.0	468.5
1974	0.0	0.0	0.0	8.7	57.5	71.1	86.9	40.6	6.4	0.0	0.0	0.0	271.3
1975	0.0	0.0	0.0	7.6	94.9	139.7	131.7	80.7	16.8	0.0	0.0	0.0	471.4
1976	0.0	0.0	0.0	31.1	80.6	144.3	111.8	43.9	4.0	0.0	0.0	0.0	415.7
1977	0.0	0.0	0.0	17.0	37.7	51.5	43.9	21.1	23.0	8.3	0.0	0.0	202.4
1978	0.0	0.0	0.0	19.3	29.9	50.3	30.0	8.6	0.0	0.0	0.0	0.0	138.0
1979	0.0	0.0	0.0	17.4	72.7	175.7	152.5	74.0	21.9	0.0	0.0	0.0	514.2
1980	0.0	0.0	0.0	23.0	54.3	182.0	115.8	38.7	5.5	0.9	0.0	0.0	420.1
1981	0.0	0.0	0.0	11.5	33.3	33.4	36.8	30.6	19.3	0.0	0.0	0.0	164.7
1982	0.0	0.0	0.0	26.5	48.3	115.6	96.3	59.0	19.0	21.4	14.5	0.0	400.6
1983	0.0	0.0	0.0	48.2	115.5	151.1	183.5	65.8	26.7	24.1	0.0	0.0	614.9
Average	0.0	0.0	2.0	23.7	78.9	100.1	91.0	55.3	18.2	4.5	0.7	0.0	374.4
Minimum	0.0	0.0	0.0	0.0	29.9	33.4	30.0	8.6	0.0	0.0	0.0	0.0	138.0
Maximum	0.0	0.0	22.4	77.6	170.7	182.0	183.5	132.9	51.5	24.1	14.5	0.0	665.7
Max3	0.0	0.0	14.7	58.1	150.5	173.6	164.9	112.8	42.7	22.2	5.4	0.0	620.4
DryYr	0.0	0.0	0.0	9.5	41.4	49.4	52.9	35.0	6.0	0.0	0.0	0.0	223.8
WetYr	0.0	0.0	0.0	32.0	103.6	140.8	122.8	69.9	25.9	7.1	0.0	0.0	471.4
DryAvg	0.0	0.0	0.0	5.3	37.1	41.6	41.3	23.1	2.4	0.0	0.0	0.0	183.3
WetAvg	0.0	0.0	6.7	46.1	125.6	156.9	145.8	94.4	34.9	14.0	2.3	0.0	545.0
Max10yr	0.0	0.0	46.9	293.0	1000.3	1114.5	989.1	645.5	268.3	54.7	14.5	0.0	4076.4
Max20yr	0.0	0.0	46.9	472.9	1641.9	2034.3	1861.1	1134.2	365.6	101.4	16.1	0.0	7423.0

Table 1 - River Headgate Diversions

Farm Name or Parcel Designation: SWS11NENWS15

ALAMOSA CR CNL D2100503; Sources Included and Excluded:

Notes: Diversions from RGDSS Model (Rules Dataset-2010)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1960	0	0	0	415	1,781	1,968	1,484	986	433	0	0	0	7,067
1961	0	0	0	0	1,799	1,267	1,176	726	345	0	0	0	5,313
1962	0	0	0	835	2,950	2,421	1,990	2,296	889	121	0	0	11,502
1963	0	0	0	407	720	708	946	311	25	0	0	0	3,117
1964	0	0	0	176	1,120	601	757	541	174	97	0	0	3,466
1965	0	0	0	113	1,634	2,817	2,745	1,700	627	365	28	0	10,029
1966	0	0	0	819	2,854	1,613	1,208	1,029	617	6	0	0	8,146
1967	0	0	48	436	712	839	1,006	805	486	125	0	0	4,457
1968	0	0	0	367	1,809	2,444	1,379	1,075	698	0	0	0	7,772
1969	0	0	0	1,341	1,690	1,920	1,878	817	341	63	0	0	8,050
1970	0	0	387	0	1,995	1,904	2,440	1,853	0	0	0	0	8,579
1971	0	0	111	569	639	655	530	290	200	0	0	0	2,994
1972	0	0	264	631	676	801	881	831	0	151	0	0	4,235
1973	0	0	0	85	1,541	2,299	2,243	1,690	236	0	0	0	8,094
1974	0	0	0	151	994	1,228	1,502	702	111	0	0	0	4,688
1975	0	0	0	131	1,640	2,414	2,275	1,394	290	0	0	0	8,144
1976	0	0	0	538	1,392	2,493	1,932	758	69	0	0	0	7,182
1977	0	0	0	294	651	889	758	365	397	143	0	0	3,497
1978	0	0	0	333	516	869	518	149	0	0	0	0	2,385
1979	0	0	0	301	1,256	3,035	2,634	1,279	379	0	0	0	8,884
1980	0	0	0	397	938	3,144	2,001	668	95	16	0	0	7,259
1981	0	0	0	198	575	577	635	528	333	0	0	0	2,846
1982	0	0	0	458	835	1,997	1,664	1,020	329	369	250	0	6,922
1983	0	0	0	833	1,995	2,610	3,170	1,137	462	417	0	0	10,624
1984	0	0	0	317	2,277	1,730	2,061	1,246	714	492	40	0	8,877
Average	0	0	32	406	1,400	1,730	1,593	968	330	95	13	0	6,565
Minimum	0	0	0	0	516	577	518	149	0	0	0	0	2,385
Maximum	0	0	387	1,341	2,950	3,144	3,170	2,296	889	492	250	0	11,502
Max3	0	0	254	1,003	2,694	2,999	2,850	1,950	767	426	106	0	10,718
DryYr	0	0	0	170	718	862	930	636	107	0	0	0	4,051
WetYr	0	0	0	546	1,802	2,427	2,107	1,254	468	130	0	0	8,254
DryAvg	0	0	0	93	641	720	716	403	42	0	0	0	3,194
WetAvg	0	0	116	796	2,240	2,710	2,516	1,638	643	295	45	0	9,536

Table 2 - River Headgate Diversions Pro-Rata by Share or Percent of Water Right for Farm

Farm Name or Parcel Designation: SWS11NENWS15

ALAMOSA CR CNL D2100503; For Summary Period Pro-Rata Ownership: 11.254%

Notes: Variable shares or prorata acres ownership shown in constants table

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1960	0.0	0.0	0.0	46.7	200.4	221.5	167.0	111.0	48.7	0.0	0.0	0.0	795.3
1961	0.0	0.0	0.0	0.0	202.5	142.6	132.3	81.7	38.8	0.0	0.0	0.0	597.9
1962	0.0	0.0	0.0	94.0	332.0	272.5	224.0	258.4	100.0	13.6	0.0	0.0	1294.4
1963	0.0	0.0	0.0	45.8	81.0	79.7	106.5	35.0	2.8	0.0	0.0	0.0	350.8
1964	0.0	0.0	0.0	19.8	126.0	67.6	85.2	60.9	19.6	10.9	0.0	0.0	390.1
1965	0.0	0.0	0.0	12.7	183.9	317.0	308.9	191.3	70.6	41.1	3.2	0.0	1128.7
1966	0.0	0.0	0.0	92.2	321.2	181.5	135.9	115.8	69.4	0.7	0.0	0.0	916.8
1967	0.0	0.0	5.4	49.1	80.1	94.4	113.2	90.6	54.7	14.1	0.0	0.0	501.6
1968	0.0	0.0	0.0	41.3	203.6	275.0	155.2	121.0	78.6	0.0	0.0	0.0	874.7
1969	0.0	0.0	0.0	150.9	190.2	216.1	211.4	91.9	38.4	7.1	0.0	0.0	905.9
1970	0.0	0.0	43.6	0.0	224.5	214.3	274.6	208.5	0.0	0.0	0.0	0.0	965.5
1971	0.0	0.0	12.5	64.0	71.9	73.7	59.6	32.6	22.5	0.0	0.0	0.0	336.9
1972	0.0	0.0	29.7	71.0	76.1	90.1	99.1	93.5	0.0	17.0	0.0	0.0	476.6
1973	0.0	0.0	0.0	9.6	173.4	258.7	252.4	190.2	26.6	0.0	0.0	0.0	910.9
1974	0.0	0.0	0.0	17.0	111.9	138.2	169.0	79.0	12.5	0.0	0.0	0.0	527.6
1975	0.0	0.0	0.0	14.7	184.6	271.7	256.0	156.9	32.6	0.0	0.0	0.0	916.5
1976	0.0	0.0	0.0	60.5	156.7	280.6	217.4	85.3	7.8	0.0	0.0	0.0	808.3
1977	0.0	0.0	0.0	33.1	73.3	100.0	85.3	41.1	44.7	16.1	0.0	0.0	393.6
1978	0.0	0.0	0.0	37.5	58.1	97.8	58.3	16.8	0.0	0.0	0.0	0.0	268.4
1979	0.0	0.0	0.0	33.9	141.4	341.6	296.4	143.9	42.7	0.0	0.0	0.0	999.8
1980	0.0	0.0	0.0	44.7	105.6	353.8	225.2	75.2	10.7	1.8	0.0	0.0	816.9
1981	0.0	0.0	0.0	22.3	64.7	64.9	71.5	59.4	37.5	0.0	0.0	0.0	320.3
1982	0.0	0.0	0.0	51.5	94.0	224.7	187.3	114.8	37.0	41.5	28.1	0.0	779.0
1983	0.0	0.0	0.0	93.7	224.5	293.7	356.8	128.0	52.0	46.9	0.0	0.0	1195.6
1984	0.0	0.0	0.0	35.7	256.3	194.7	231.9	140.2	80.4	55.4	4.5	0.0	999.0
Average	0.0	0.0	3.6	45.7	157.5	194.7	179.2	108.9	37.1	10.6	1.4	0.0	738.8
Minimum	0.0	0.0	0.0	0.0	58.1	64.9	58.3	16.8	0.0	0.0	0.0	0.0	268.4
Maximum	0.0	0.0	43.6	150.9	332.0	353.8	356.8	258.4	100.0	55.4	28.1	0.0	1294.4
Max3	0.0	0.0	28.6	112.9	303.1	337.5	320.7	219.4	86.3	47.9	11.9	0.0	1206.2
DryYr	0.0	0.0	0.0	19.1	80.8	97.0	104.6	71.6	12.0	0.0	0.0	0.0	455.8
WetYr	0.0	0.0	0.0	61.4	202.7	273.1	237.1	141.2	52.7	14.6	0.0	0.0	928.9
DryAvg	0.0	0.0	0.0	10.4	72.1	81.1	80.5	45.3	4.8	0.0	0.0	0.0	359.4
WetAvg	0.0	0.0	13.0	89.6	252.1	305.0	283.2	184.3	72.3	33.2	5.1	0.0	1073.1
Max10yr	0.0	0.0	91.2	569.8	1945.0	2223.6	1986.1	1255.2	521.6	161.7	32.6	0.0	7926.3
Max20yr	0.0	0.0	91.2	935.4	3192.7	4082.7	3765.6	2205.5	718.5	241.6	35.8	0.0	15042.6

Table 3 - Farm Headgate Delivery

Farm Name or Parcel Designation: SWS11NENWS15

ALAMOSA CR CNL D2100503; For Summary Period Canal Loss: 60%, Off-Farm Lateral Loss: 0%

Notes: Reference source of canal/off-farm loss data

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
(Cal)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1960	0.0	0.0	0.0	18.7	80.2	88.6	66.8	44.4	19.5	0.0	0.0	0.0	318.1
1961	0.0	0.0	0.0	0.0	81.0	57.0	52.9	32.7	15.5	0.0	0.0	0.0	239.2
1962	0.0	0.0	0.0	37.6	132.8	109.0	89.6	103.4	40.0	5.4	0.0	0.0	517.8
1963	0.0	0.0	0.0	18.3	32.4	31.9	42.6	14.0	1.1	0.0	0.0	0.0	140.3
1964	0.0	0.0	0.0	7.9	50.4	27.1	34.1	24.4	7.8	4.4	0.0	0.0	156.0
1965	0.0	0.0	0.0	5.1	73.6	126.8	123.6	76.5	28.2	16.4	1.3	0.0	451.5
1966	0.0	0.0	0.0	36.9	128.5	72.6	54.4	46.3	27.8	0.3	0.0	0.0	366.7
1967	0.0	0.0	2.2	19.6	32.1	37.8	45.3	36.2	21.9	5.6	0.0	0.0	200.6
1968	0.0	0.0	0.0	16.5	81.4	110.0	62.1	48.4	31.4	0.0	0.0	0.0	349.9
1969	0.0	0.0	0.0	60.4	76.1	86.4	84.5	36.8	15.4	2.8	0.0	0.0	362.4
1970	0.0	0.0	17.4	0.0	89.8	85.7	109.8	83.4	0.0	0.0	0.0	0.0	386.2
1971	0.0	0.0	5.0	25.6	28.8	29.5	23.9	13.1	9.0	0.0	0.0	0.0	134.8
1972	0.0	0.0	11.9	28.4	30.4	36.1	39.7	37.4	0.0	6.8	0.0	0.0	190.6
1973	0.0	0.0	0.0	3.8	69.4	103.5	101.0	76.1	10.6	0.0	0.0	0.0	364.4
1974	0.0	0.0	0.0	6.8	44.7	55.3	67.6	31.6	5.0	0.0	0.0	0.0	211.0
1975	0.0	0.0	0.0	5.9	73.8	108.7	102.4	62.8	13.1	0.0	0.0	0.0	366.6
1976	0.0	0.0	0.0	24.2	62.7	112.2	87.0	34.1	3.1	0.0	0.0	0.0	323.3
1977	0.0	0.0	0.0	13.2	29.3	40.0	34.1	16.4	17.9	6.4	0.0	0.0	157.4
1978	0.0	0.0	0.0	15.0	23.2	39.1	23.3	6.7	0.0	0.0	0.0	0.0	107.4
1979	0.0	0.0	0.0	13.5	56.5	136.6	118.6	57.6	17.1	0.0	0.0	0.0	399.9
1980	0.0	0.0	0.0	17.9	42.2	141.5	90.1	30.1	4.3	0.7	0.0	0.0	326.8
1981	0.0	0.0	0.0	8.9	25.9	26.0	28.6	23.8	15.0	0.0	0.0	0.0	128.1
1982	0.0	0.0	0.0	20.6	37.6	89.9	74.9	45.9	14.8	16.6	11.3	0.0	311.6
1983	0.0	0.0	0.0	37.5	89.8	117.5	142.7	51.2	20.8	18.8	0.0	0.0	478.3
1984	0.0	0.0	0.0	14.3	102.5	77.9	92.8	56.1	32.1	22.1	1.8	0.0	399.6
Average	0.0	0.0	1.5	18.3	63.0	77.9	71.7	43.6	14.9	4.3	0.6	0.0	295.5
Minimum	0.0	0.0	0.0	0.0	23.2	26.0	23.3	6.7	0.0	0.0	0.0	0.0	107.4
Maximum	0.0	0.0	17.4	60.4	132.8	141.5	142.7	103.4	40.0	22.1	11.3	0.0	517.8
Max3	0.0	0.0	11.4	45.2	121.3	135.0	128.3	87.8	34.5	19.2	4.8	0.0	482.5
DryYr	0.0	0.0	0.0	7.6	32.3	38.8	41.9	28.6	4.8	0.0	0.0	0.0	182.3
WetYr	0.0	0.0	0.0	24.6	81.1	109.2	94.8	56.5	21.1	5.8	0.0	0.0	371.6
DryAvg	0.0	0.0	0.0	4.2	28.9	32.4	32.2	18.1	1.9	0.0	0.0	0.0	143.8
WetAvg	0.0	0.0	5.2	35.8	100.8	122.0	113.3	73.7	28.9	13.3	2.0	0.0	429.3
Max10yr	0.0	0.0	36.5	227.9	778.0	889.4	794.4	502.1	208.6	64.7	13.1	0.0	3170.5
Max20yr	0.0	0.0	36.5	374.2	1277.1	1633.1	1506.2	882.2	287.4	96.6	14.3	0.0	6017.0

EXHIBIT D

RECHARGE FACILITY LEASE

RECHARGE POND LEASE AGREEMENT

This Agreement is made and entered into this 16 day of January, 2025, by and between Expo, LLC, a Colorado corporation (hereinafter referred to as "Expo"), and Special Improvement District No. 6 of the Rio Grande Water Conservation District's Water Activity Enterprise ("Subdistrict No. 6").

RECITALS

WHEREAS, Expo is the owner of the Expo Recharge Pond, located in Section 22 in Township 36 North, Range 8 East, N.M.P.M., Conejos County, Colorado; and

WHEREAS, Expo operates the Recharge Pond for the purpose of covering its own Augmentation Plan needs by delivering water into the Recharge Pond in order to return water to the unconfined aquifer; and

WHEREAS, Subdistrict No. 6 enters into this Agreement with Expo to use its Recharge Pond to recharge up to twelve and one-tenth (12.1) acre-feet of water delivered from the Alamosa Creek Canal located on the Alamosa River ("Leased Water"). Subdistrict No. 6 has requested the use of the Leased Water for recharge in a substitute water supply plan ("SWSP"); and

WHEREAS, Expo is willing to allow Subdistrict No. 6 to recharge the Leased Water in its Recharge Pond, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. It is anticipated that the Leased Water will be recharged in such amounts as directed by Subdistrict No. 6 between May 1 and October 31, 2025, on a space-available basis.

2. Expo shall be solely responsible for all operation, maintenance and related costs associated with the Recharge Pond, and shall maintain full control of its daily operations. Expo shall have the final decision on when Leased Water can or will be recharged, provided however, that Expo shall make reasonable efforts to recharge the Leased Water at times requested by Subdistrict No. 6 during the 2025 Irrigation Season, subject to coordination with the Division Engineer's Office. Subdistrict No. 6 and Expo each agree that the most preferable time for delivery of the Leased Water is between May 1 and October 31, 2025. Each party agrees to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties.

3. Expo shall be responsible for accounting for the amount of Leased Water run through Expo's installed SDR Recorder and recharged in the Recharge Pond. Expo shall perform such

accounting and share it with Subdistrict No. 6 in such a manner that Subdistrict No. 6 is able to comply with the accounting obligations imposed by the Division Engineer in an approved SWSP. Subdistrict No. 6 shall be responsible for all other accounting requirements associated with its SWSP.

4. The compensation to be paid by Subdistrict No. 6 to Expo to recharge the Leased Water in the Recharge Pond consists of the following two parts:

a. Subdistrict No. 6 shall pay an Administration Fee of [redacted]

b. Subdistrict No. 6 shall pay a Recharge Fee of [redacted] per acre-foot for each acre-foot of Leased Water recharged in the Recharge Pond between May 1 and October 31, 2025. Expo shall invoice Subdistrict No. 6 no later than November 15, 2025, for the Administration Fee and the Recharge Fee due under this Agreement. Subdistrict No. 6 shall pay the invoice within 10 days of receipt.

c. If, for any reason, Subdistrict No. 6 does not use the Expo Recharge Pond for the purposes set forth herein, then no payment or fees will be due from Subdistrict No. 6 to Expo.

5. The term of this Agreement is for the period commencing on May 1, 2025, and ending on October 31, 2025.

6. Notice under this Agreement shall be sufficient if given in writing, or in person, or by phone or email addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other parties.

Subdistrict No. 6:

Rio Grande Water Conservation District
c/o Angelo Bellah
8805 Independence Way
Alamosa, CO 81101
e-mail: angelo@rgwcd.org
phone: 719-480-1272

Expo, LLC:

15 Washington Street

c/o _____
Monte Vista, Colorado 81144
e-mail: _____
phone: _____

7. By virtue of entering into this Agreement, Expo assumes no liability for Subdistrict No. 6's use of the Leased Water. Subdistrict No. 6 is responsible at its sole cost and expense for obtaining any and all local, state, or federal permits or approvals, if any, required for its storage and use of the Leased Water.

8. Subdistrict No. 6's use of Expo's facilities shall not create any rights of ownership or other property interests outside of this Agreement.

9. This Agreement does not and shall not be construed to modify any other agreements regarding Expo's Recharge Pond.

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

11. Miscellaneous Provisions.

a. 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 Expo or Subdistrict No. 6 to one another with respect to this Agreement.

b. 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, 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.

c. 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.

d. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Expo and Subdistrict No. 6. 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.

e. 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.

f. 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. Expo may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 6, which consent shall not be unreasonably withheld. Subdistrict No. 6 may not assign its rights hereunder to any other person or entity without the prior written consent of Expo, which consent shall not be unreasonably withheld.

g. 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.

h. 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.

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

j. 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.

IN WITNESS HEREOF, the parties have executed this Agreement on the signature dates indicated below, to take effect on the later of such signature dates.

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

By: _____ 1/17/25
Angelo Bellah, Program Manager — Date

Expo, LLC

By: _____ 1/16/25
Date

Print Name: Alex Miller

SAN LUIS VALLEY WATER
CONSERVANCY DISTRICT

623 FOURTH STREET
ALAMOSA, CO 81101

719-589-2230

	Invoice #
12/28/2020	2020-RGWCD

RIO GRANDE WATER CONSERVATION
CLEAVE SIMPSON
8900 INDEPENDENCE WAY
ALAMOSA, CO 81101

Description	Amount
442.87 AF OF WATER IN BEAVER RESERVOIR STORAGE @ [redacted]	[redacted]
130 AF OF WATER IN CONTINENTAL RESERVOIR STORAGE @ [redacted]	
Beaver Water: 238.95 ac-ft Pine Case 1984cw116 and 1994cw162 88.19 ac-ft Bear Creek Case 2005cw13 and 2007cw162 42.65 ac-ft Bar Cattle Case 2003cw41 73.08 ac-ft Anaconda Case 2009cw31 442.87 ac-ft	
Continental Water: 22.89 ac-ft Bear Creek Case 2005cw13 and 2007cw23 17.18 ac-ft Bar Cattle Case 2003cw41 89.10 ac-ft Anaconda Case 14cw3011 0.83 ac-ft Pine Case 84cw116 130.0	
PLEASE INCLUDE CERTIFICATE NUMBER ON CHECK	**Total** [redacted]

AP 12/28/2020

TO: Subdistrict No. 6 Board of Managers

DATE: April 13, 2021

SUBJECT: Lease of RGWCD SLVWCD Water stored in Beaver Reservoir

Dear Board of Managers for Subdistrict No. 6,

The Rio Grande Water Conservation District (RGWCD) has leased a pool of water for the purpose of leasing it back to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 6 has made a request to lease 158.0 acre-feet of water this RGWCD currently holds in storage in Beaver Reservoir and 89.1 acre-feet of the water stored in Continental Reservoir. This water was leased from SLVWCD in 2020. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water.

Any amount of water from this lease between Subdistrict No. 6 and the RGWCD that remains in storage will remain under the control of Subdistrict No. 6 and may be used in future ARP Years. Any future need to lease some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

John Pacheco Acting Deputy General Mgr. 4/14/21

Cleave Simpson
General Manager
Rio Grande Water Conservation District

Date

TO: Subdistrict No. 6 Board of Managers

DATE: April 13, 2021

SUBJECT: Lease of RGWCD water currently stored in Platoro Reservoir

Dear Board of Managers for Subdistrict No. 6,

The Rio Grande Water Conservation District (RGWCD) has been accumulating a pool of water over the past few years for the purpose of leasing it back to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 6 made a request to lease up to 325.2 acre-feet of water the RGWCD currently holds in storage in Platoro Reservoir. This water was leased from the San Luis Valley Water Conservancy District during 2019. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water.

Subdistrict No. 6 leased the entire 325.2 acre-feet to cover their injurious depletions during the 2020 ARP Year, and any amount that remains in storage will remain under the control of Subdistrict No. 6 and is available for future ARP Years. Any future need to lease some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

Amber Pacheco Acting Deputy General Mgr. 4/14/2021

Cleave Simpson
General Manager
Rio Grande Water Conservation District

Date

TO: Subdistrict No. 6 Board of Managers

DATE: September 14, 2020

SUBJECT: Lease of RGWCD water currently stored in Platoro Reservoir

Dear Board of Managers for Subdistrict No. 6,

The Rio Grande Water Conservation District (RGWCD) has been accumulating a pool of water over the past few years for the purpose of leasing it back to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 6 has made a request to lease up to 325.2 acre-feet of water the RGWCD currently holds in storage in Platoro Reservoir. This water was leased from the San Luis Valley Water Conservancy District during 2019. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water. The Subdistrict will only be required to reimburse the RGWCD for the amount of water that is used during the 2020 ARP Plan Year to remedy injurious depletions on the Rio Grande caused by groundwater withdrawals from Subdistrict No. 6 ARP Wells.

If Subdistrict No. 6 does not require the total 325.2 acre-feet to cover their injurious depletions during the 2020 ARP Year, any amount that remains in storage will remain under the control of the Rio Grande Water Conservation District and may be made available for other Subdistricts in future ARP Years. This agreement is for the 2020 ARP only. Any future need to lease some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

Cleave Simpson
General Manager
Rio Grande Water Conservation District

9-14-2020
Date

Purchase of Richfield Canal Project Water for Subdistrict No. 6

On November 3, 2020, the Board of Managers for Subdistrict No. 6 approved the purchase of 202 acre-feet of project water from the Richfield Canal. This water is currently being stored in Platoro Reservoir. The Board agreed to pay [redacted] per acre-foot for a total cost of [redacted]

Please make check payable to:

Richfield Canal Company
PO Box 481
La Jara, CO 81140

KLP 11/3/2020

PURCHASE AND SALE AGREEMENT
TWIN PINES RESERVED WATER RIGHTS

THIS PURCHASE SALE AGREEMENT (this "PSA") is entered into and is effective as of the Effective Date (defined in Section 1.2 below), by and between the **ROCKY MOUNTAIN HIGH DEVELOPMENT, LLC,** a Nevada Limited Liability Company of the County of Bexar, State of Texas ("Seller") and the **RIO GRANDE WATER CONSERVATION DISTRICT**, for and on behalf of, **THE WATER ACTIVITY ENTERPRISES OF THE SPECIAL IMPROVEMENT DISTRICTS NO. 2** and **NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT**, a body corporate and politic and a political subdivision of the state of Colorado whose address is 8805 Independence Way, Alamosa, Colorado 81101 (the "District"). The Seller and the District may be referred to herein, individually, as a "Party", and, collectively, as the "Parties".

RECITALS

A. WHEREAS, Seller is the former owner of certain real property in Rio Grande County, Colorado, known as 12628 Highway 160, Del Norte, Colorado 81132 and legally described on Exhibit A hereto (the "Property").

B. WHEREAS, the Property has been irrigated historically with certain water rights, including, but not limited to, .75 of one cubic foot of water per second time in and from the Rio Grande Ditch Number 1, Appropriation Priority No. 8, as of the date August 1, 1870; an undivided ½ interest in and to the Rio Grande Ditch No. 4 and an undivided ½ interest in and to the water thereunder decreed under and by virtue of Appropriation Priority No. 285 for a total of 12 cubic feet of water per second time; also all interest right and title transferred in J. Otto Krause, Fred Scherzer, and Monroe Wright in and to Priority No. 1916-16 as of the Date of December 31, 1886, heretofore awarded for use through said Rio Grande Ditch No. 4 for 10 cubic feet of water per second time; an Appropriation Priority No. 1934-17 as of the date of October 4, 1928, in Aydelotte Drain Ditch; and also an interest of one and one forth cubic feet of water per second time in and from Rio Grande Ditch No. 1, Appropriation Priority No. 8 as of the date August 1, 1870, and as more particularly described and mentioned in that certain contract and agreement, dated December 29, 1939, and duly recorded in Book 200 at Page 111 of the records of the County Clerk and Recorder of Rio Grande County, Colorado, and particularly subject to the terms and conditions of said contract under which it was the intention of the parties that said one and one forth cubic foot of water per second time is equal to .683 shares in and from said Appropriation as provided and set forth in said contract and agreement; TOGETHER WITH all appurtenances and improvements thereon; and TOGETHER WITH an interest in any and all water, water rights, ditches, flumes, headgates, decrees and appropriations to the use of water thereunder belonging, and more in particular, an interest in 2 cubic feet of water per second time, as heretofore awarded and decreed for use in and through the James McCleary Ditch and under and by virtue of Appropriation Priority No. 10, as of the date of May 1, 1872, an interest of 2 cubic feet of water per second time, of that certain twelve original cubic feet of water per second time as heretofore awarded and decreed for use in and through Rio Grande Ditch No. 4 by Appropriation Priority No. 285 as of the date of June 1, 1886; also all the right, title and interest in and to that certain additional priority for 10 cubic feet of water per second of time and heretofore awarded for use in and through Rio Grande

Ditch No. 4 by Appropriation Priority No. 1916-16 as of the date of December 31, 1886, conveyed to J. Otto Krause and Fred Scherzer in deed recorded February 13, 1953, Book 227 at Page 512 of the records of the Clerk and Recorder of Rio Grande County, Colorado; also known as Del Norte Farm, with all its appurtenances (collectively, the "Twin Pines Water Rights").

C. WHEREAS, by Warranty Deed dated January 6, 2014, recorded on January 7, 2014, at Reception No. 201400420177 in the records of the Clerk and Recorder of Rio Grande County, Colorado, Seller conveyed the Property to Mark Q. Deacon.

D. WHEREAS, by Special Warranty Deed dated January 6, 2014, recorded on January 7, 2014, at Reception No. 201400420179 in the records of the Clerk and Recorder of Rio Grande County, Colorado, Seller conveyed, *inter alia*, an eighty percent (80%) interest in the Twin Pines Water Rights to Mark Q. Deacon (the "80% Interest in the Twin Pines Water Rights") and Seller retained a twenty percent (20%) interest in the Twin Pines Water Rights (the "20% Interest in the Twin Pines Water Rights").

E. WHEREAS, whereas from the sale of the Property and the 80% Interest in the Twin Pines Water Rights by Seller to Mark Q. Deacon through the 2022 irrigation season, Mark Q. Deacon irrigated the Property using, *inter alia*, the 80% Interest in the Twin Pines Water Rights and the 20% Interest in the Twin Pines Water Rights pursuant to an agreement with Seller.

F. WHEREAS, Seller is willing to sell the 20% Interest in the Twin Pines Water Rights to the District pursuant and subject to the terms and conditions of this PSA.

G. WHEREAS, the District is willing to purchase from Seller the 20% Interest in the Twin Pines Water Rights pursuant and subject to the terms and conditions of this PSA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

The above recitals are hereby incorporated into the terms and conditions of this PSA as if fully set forth herein.

1. Definitions. For the purposes of this PSA, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1. "Closing" means those activities described herein that are required to complete the purchase and sale of the Property from Seller to the District.

1.2. "Effective Date" means the last date on which this PSA has been mutually executed by the District and Seller.

1.3. "Effect of Termination" means that, in the event this PSA is terminated by either Party, the Parties are relieved of all obligations hereunder except for those obligations hereunder that are expressly provided to survive the termination of this PSA.

1.4. "Purchase Price" means the price agreed to between the District and Seller in Section 5 of this PSA for the purchase and sale of the Property.

1.5. "Right to Terminate" means a right of either Party to terminate this PSA, or a condition thereof, pursuant to the terms of this PSA as provided in this PSA by providing written notice to the other Party. The Parties agree that if such written notice is not received on or before the applicable deadline specified in this PSA, the Party with the Right to Terminate accepts the specified matter, document, or condition as satisfactory and waives the Right to Terminate under such provision.

1.6. "Title Company" means Allpine Title Company, who will hold funds and documents in escrow pending completion of the conditions set forth in this PSA, in accordance with this PSA. Allpine Title Company shall provide the Parties a closing statement showing the financial details of the transaction contemplated by this PSA.

2. **Sale and Purchase**. Subject to the terms and conditions of this PSA, Seller hereby agrees to sell and the District agrees to purchase the 20% Interest in the Twin Pines Water Rights.

2.1. The Parties acknowledge and agree that no down payment will be made as part of the purchase and sale contemplated by this PSA. All payments due under this PSA shall be made at closing.

3. **Inclusions**. None.

4. **Exclusions**. None. The Parties acknowledge that no land is included in the purchase and sale of the 20% Interest in the Twin Pines Water Rights contemplated by this PSA.

5. **Dates and Deadlines**. The deadlines in this section shall expire at 11:59 p.m., United States Mountain Time. As used in this PSA, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time. In computing a period of days (e.g., 15 days after the Effective Date), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline in this PSA falls on a Saturday, Sunday or Federal or Colorado state holiday ("Holiday"), such deadline shall automatically be extended until the next day that is not a Saturday, Sunday or Holiday. Any of the deadlines in this section may be extended by mutual agreement of the Parties.

Inspection and Due Diligence

5.1. Water Rights Inspection Deadline: 1 day after Effective Date.

5.2. Inspection Objection Deadline: 1 day after Effective Date.

5.3. Inspection Termination Deadline: 5 days after Inspection Objection Deadline.

5.4. Due Diligence Document Delivery Deadline: Effective Date.

5.5. Due Diligence Document Objection Deadline: 1 day after Effective Date.

5.6. Due Diligence Resolution Deadline: 5 days after Due Diligence Document Objection Deadline.

Closing and Possession

5.7. Closing Date: the Closing Date shall occur no sooner than 10 days after the Effective Date, and no later than 15 days after the Effective Date, on a date and time mutually agreed to in writing by Seller and the District, and acceptable to Allpine Title

5.8. Possession Date: At Closing.

5.9. Possession Time: At time of Closing.

6. Purchase Price.

6.1. Purchase Price. The Purchase Price for the 20% Interest in the Twin Pines Water Rights, including the Seller's covenants and obligations hereunder to be paid at Closing, subject to the terms and conditions of this PSA is [redacted]

6.2. Broker Fee. In addition to the Purchase Price, the District shall pay [redacted] at Closing as a broker's fee (the "Broker's Fee"). Any compensation agreement regarding the Broker's Fee must be entered into by Seller separately and apart from this PSA. The Parties acknowledge and agree that the District has no relationship with any broker or brokerage firm to be paid with the Broker's Fee, and that this PSA does not create any right of compensation or commission on behalf of any broker or brokerage firm, nor does this Agreement create any obligation of the District to pay compensation or commission to any broker or brokerage firm.

7. Water Rights Review. The District has the Right to Terminate if the examination of the 20% Interest in the Twin Pines Water Rights is unsatisfactory to the District for any reason, in its sole, subjective discretion, on or before the Water Rights Inspection Deadline.

8. Disclosures, Inspection and Due Diligence.

8.1. Disclosure of Adverse Material Facts. Seller must disclose to the District any adverse material facts actually known by Seller as of the date of this PSA. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this PSA, Seller must timely disclose such adverse fact to the District. The District has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after the District's receipt of the new disclosure. Except as otherwise provided in this PSA, the District acknowledges that Seller is conveying the 20% Interest in the Twin Pines Water Rights to the District in an "as is" condition, "where is" and "with all faults."

8.2. Inspection. The District shall have the right, at its expense, to inspect (by one or more third parties, personally, or both) the 20% Interest in the Twin Pines Water Rights to determine if there are any structural, mechanical, or other damage, or other

undesirable conditions that are not customary to the locality and/or prohibited by law.

8.3. Inspection Objection, Resolution. If Seller receives the District's written notice objecting to any matter under section 8.1 or 8.2 (each, an "Inspection Objection"), on or before the Inspection Objection Deadline, this PSA will terminate on the Inspection Termination Deadline, unless Seller receives the District's written notice of settlement or waiver of each Inspection Objection before the Inspection Termination Deadline. Prior to the Inspection Termination Deadline, the Seller shall have the right to cure any Inspection Objection. The District may raise an Inspection Objection in its sole, subjective discretion. If the Inspection Objection Deadline is extended pursuant to section 8.1, the Inspection Termination Deadline will be automatically extended to the earlier of Closing or fifteen days after the District's receipt of the applicable documents. If the Seller does not receive an Inspection Objection on or before the Inspection Objection Deadline, and Seller has fulfilled Seller's obligations under sections 8.1 and 8.2, in any, the District waives any right to terminate the PSA under this provision.

8.4. Right to Terminate. The District has the Right to Terminate if any matter revealed by the Seller's disclosures and/or the District's inspection is unsatisfactory to the District for any reason, in its sole, subjective discretion, on or before the Inspection Termination Deadline.

8.5. Document Due Diligence. Seller agrees to deliver to the District, copies of the following documents, to the extent they exist, on or before the Due Diligence Documents Delivery Deadline:

8.5.1. Water Rights. Any documents, decree, studies, engineering studies, etc., in Seller's possession related to the 20% Interest in the Twin Pines Water Rights; copies (front and back) of any ditch share certificates; and copies of any ditch company articles of incorporation, bylaws, rules and/or regulations in Seller's possession.

8.6. Inspection Objection, Resolution. If Seller receives the District's written notice objecting to any matter under section 8.5, (a "Diligence Objection"), on or before the Due Diligence Documents Objection Deadline, this PSA will terminate on the Due Diligence Resolution Deadline, unless Seller receives the District's written notice of settlement or waiver of each Diligence Objection before the Due Diligence Resolution Deadline. Prior to the Diligence Resolution Deadline, the Seller shall have the right to cure any Diligence Objection(s). The District may raise a Diligence Objection in its sole, subjective discretion. If the Seller does not receive an Inspection Objection on or before the Due Diligence Objection Deadline, and Seller has fulfilled Seller's obligations under section 8.5, in any, the District waives any right to terminate the PSA under this provision.

8.7. The District has the Right to Terminate if any matter revealed by the due diligence documents is unsatisfactory to the District for any reason, in its sole, subjective discretion, on or before the Due Diligence Resolution Deadline.

9. Closing.

9.1. Closing Documents. Seller and the District will cooperate with each other to enable Allpine Title Company to prepare and deliver the documents required for Closing to the District and Seller and their designees, including the recording of any required statement of authority to enter into this transaction on the part of Seller. The District and Seller shall furnish additional information or documents required by the Title Company that will be necessary to complete this transaction. The District and the Seller shall sign and complete all customary or reasonably required documents at or before Closing.

9.2. Date and Time. Closing shall be on the Closing Date or other date mutually agreed to by the Parties. The hour and place of the Closing shall be specified by the Title Company.

10. Transfer of Title. Subject to the District's compliance with the terms and conditions of this PSA, including the tender of any payment due at Closing, Seller must execute and deliver to the District a special warranty deed for the Water Rights in the form of Exhibit B attached hereto.

10.1. Affidavit at Closing. Subject to the District's compliance with the terms and conditions of this PSA, including the tender of any payment due at Closing, Seller must execute and deliver an affidavit attesting to the historical irrigation of the Property with the 20% Interest in the Twin Pines Water Rights at Closing in the form of Exhibit C attached hereto.

11. Closing Costs and Fees.

11.1. Closing Costs. The Parties shall split equally all closing costs, including any fee for real estate closing services and any record change fee, recording fee, etc.

11.2. FIRPTA. If withholding is required, Seller authorizes the Title Company to withhold such amount from Seller's proceeds.

11.3. Colorado Withholding. Seller agrees to cooperate with the District and the Title Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes the Title Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

12. Prorations. The following will be prorated to the Closing Date:

12.1. Ditch Company Assessments and Taxes. Ditch Company Assessments, if any.

12.2. Final Settlement. These prorations are final.

13. Possession. Possession of the 20% Interest in the Twin Pines Water Rights will be delivered to the District on the Possession Date at the Possession Time.

14. Damages and Loss. Except as otherwise provided in the PSA, the 20% Interest in the Twin Pines Water Rights, including appurtenances, will be delivered in the condition existing

as of the Effective Date, ordinary wear and tear excepted.

14.1. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the 20% Interest in the Twin Pines Water Rights, including appurtenances, Seller must promptly notify the District, in writing, of such condemnation action. Should the District elect to consummate this PSA despite such diminution of value to the 20% Interest in the Twin Pines Water Rights, including appurtenances, the District is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in value of the 20% Interest in the Twin Pines Water Rights, including appurtenances, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

15. Default and Remedies. Time is of the essence for all dates and deadlines in this PSA. This means that all dates and deadlines are strict and absolute. If any payment due is not paid, honored, or tendered when due, or if any obligation is not performed timely as provided in this PSA or waived, the non-defaulting Party may elect to cancel this PSA and recover such damages as may be proper; or alternatively, the non-defaulting Party may elect to treat this PSA as being in full force and effect and has the right to specific performance, or damages, or both.

15.1. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this PSA, to include, but not limited to, failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this PSA after Closing. The District's rights to pursue the Seller for Seller's failure to perform under this PSA are reserved and survive Closing.

16. Termination.

16.1. Right to Terminate. If a Party has a Right to Terminate as provided in this PSA, the termination is effective upon the other Party's receipt of a written notice to terminate ("Notice to Terminate"). If the Notice to Terminate is not received on or before the specified deadline, the Party with the Right to Terminate accepts the specific matter, document, or condition as satisfactory and waives the Right to Terminate under such provision.

16.2. Effect of Termination. In the event this PSA is terminated, the Parties are relieved of all obligations hereunder except those that are expressly provided herein to survive the termination of the PSA.

17. Commissions. The District and Seller both represent and warrant to each other that, except as provided for in Section 6.2 of this PSA, they have not entered into other agreements with a broker or other party requiring the payment of fees or commissions with respect to the transaction contemplated by this PSA. Notwithstanding the foregoing, Seller shall be responsible for any brokers', finders', or similar fees from any third-party claiming under Seller and the District shall be responsible for any brokers', finders', or similar fees from any third-party claiming under the District.

18. Notices. Any and all notices, requests, demands, or other communications (collectively, "Notices") under this PSA shall be in writing and given by (1) an established express

delivery service that maintains delivery records requiring a signed receipt; (2) hand delivery; (3) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address that the Parties may designate by Notice in the above manner; or (4) email at the following email address, or at such other email address the Parties may designate by Notice in the above manner:

If to the District:

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

With copies to:

Special Improvement Districts No. 2 and No. 6
Rio Grande Water Conservation District
Attn: Angelo Bellah, Program Manager
8805 Independence Way
Alamosa, CO 81101
angelo@rgwcd.org

Hill & Robbins, P.C.
Attn: Peter J. Ampe, Esq.
Attn: Matthew A. Montgomery, Esq.
3401 Quebec St., Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com
matthewmontgomery@hillandrobbins.com

If to Seller:

Rocky Mountain High Development, LLC
Attn: Steve Cummings, Manager
755 E. Mulberry Ave., Suite 600
San Antonio, TX 78212

With copies to:

Elk Country Realty
Attn: Dusty Hicks
218 Conifer Dr.
South Fork, CO 81154
dhicks@vanion.com

Holland & Hart LLP
Attn: Susan Ryan

600 East Main Street, Suite 104
Aspen, CO 81611
SMRyan@hollandhart.com

19. Indebtedness. No provision, covenant or agreement contained in this PSA, nor any obligations herein, shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

20. Subject to Annual Budget and Appropriation. The District does not intend to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever as a product of this PSA. The performance of those obligations of the District requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

21. No Partnership or Agency. Notwithstanding any language in this PSA or any representation or warranty to the contrary, neither Party shall be deemed or constitute a partner, joint venture or agent of the other Party.

22. Amendment. This PSA may be extended, modified, amended, or changed, in whole or part, only by written amendment duly authorized and executed by both Parties with the same formality as this PSA.

23. Governmental Immunity. Nothing in this PSA or any actions taken by the Parties pursuant to this PSA 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, Section 24-10-101, *et seq.*, C.R.S., as from time to time may be amended.

24. Statutory Liability Protection. The Parties may rely on, and do not waive or intend to waive, any liability protections or any other rights, immunities, limitations or protections provided by law to the Parties and their respective officers, agents, fiduciaries, representatives, and employees.

25. No Waiver. No waiver of any of the provisions of this PSA shall be deemed to constitute a waiver of any other of the provisions of this PSA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

26. Survival of Representations. Each and every representation, warranty, covenant, promise, and payment contained in this PSA shall not merge in any deed, assignment, covenant, escrow agreement, easement, lease or any other document, but shall survive at the Closing, and be binding and obligatory upon each of the Parties hereto.

27. Entire Agreement. This PSA represents the entire agreement of the Parties with respect to the purchase and sale of the Property and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof, are merged in this PSA.

28. Representation and Warranties. Seller represents and warrants to District that, as of the Effective Date: Seller is the sole owner in fee-simple of the 20% Interest in the Twin Pines Water Rights; Seller is authorized to and has the full legal power to enter into this PSA; the 20% Interest in the Twin Pines Water Rights is not subject to any known encumbrances or other agreements that could impair or damage the District's rights, in law or equity, under this PSA or prevent Seller from fulfilling its obligations under this PSA; no other person (including any spouse) is required to join in or consent to this PSA in order for the PSA to be fully enforceable by the District; this PSA constitutes a valid and binding obligation of the Seller, and is enforceable in accordance with its terms; Seller is not the subject of any bankruptcy, insolvency or probate proceeding; and to the best of Seller's knowledge, there are no pending or threatened actions, suits, claims, legal proceedings, or any other proceedings affecting or that could affect the 20% Interest in the Twin Pines Water Rights, or any portion thereof, in law or in equity, before any court or governmental agency.

29. Headings for Convenience Only. Section headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this PSA.

30. Binding Effect and Assignability. This PSA and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties hereto and their respective representatives, heirs, and assigns, if any. Seller may not assign its rights or delegate its duties under this PSA without the prior written consent of the District, which the District may withhold in its sole, subjective discretion. The District shall be entitled to assign its rights and obligations under this PSA without the consent of Seller.

31. Governing Law and Venue. This PSA and its application shall be construed in accordance with the laws of the State of Colorado. Should it be necessary to institute court proceedings concerning this PSA, venue shall be in the District Court for Rio Grande County, Colorado.

32. Multiple Originals. This PSA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which constitute the same agreement.

33. Interpretation. Except as otherwise provided herein, nouns, pronouns, and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to policy, procedure, law, regulation, rule, or document shall mean such policy, procedure, law, regulation, rule, or document as it may be amended from time to time.

34. No Attorney's Fees and Costs. In the event of any litigation, mediation, or other dispute resolution proceeding arising out of or related to this PSA, each Party agrees to be responsible for its own attorney's fees and other professional fees, costs, and expenses associated with such proceedings.

35. Non-Severability; Effect of Invalidity. Each Section of this PSA is intertwined with the others and not severable unless by mutual consent of the District and Seller. If any provision or portion of this PSA or the application thereof to any person or circumstance shall, at

any time or to any extent, be held invalid or unenforceable for any reason by a court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this PSA, or the application of such provisions to persons or circumstances other than those which are held invalid or unenforceable, shall not be affected thereby.

36. **Intent of Contract**. This PSA is intended to describe the rights and responsibilities of and between the District and Seller and is not intended to, and shall not be deemed to, confer rights upon any person or entities not signatories hereto, or to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of the District or any governmental entity not a party hereto.

37. **Confidentiality**. Seller acknowledges that the District is a public entity subject to the provisions of the Colorado Open (Public) Records Act, C.R.S. § 24-72-201 *et seq.* Any confidential and/or proprietary information that either Party discloses to the other with respect to this PSA shall be designated as confidential and proprietary by the disclosing Party at the time of disclosure.

38. **Exhibits**. The exhibits attached to this PSA are hereby incorporated into this PSA.

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RIO GRANDE WATER CONSERVATION DISTRICT, for and on behalf of, **THE WATER ACTIVITY ENTERPRISES** of **SPECIAL IMPROVEMENT DISTRICT NO. 2** and **NO. 6** of the **RIO GRANDE WATER CONSERVATON DISTRICT**

By: Cleave Simpson, General Manager
Rio Grande Water Conservation District
Date:

ROCKY MOUNTAIN HIGH DEVELOPMENT, LLC

By: Steve Cummings, Manager
Rocky Mountain High Development, LLC
Date:

Exhibit A
Legal Description of Property

W½ and S½ SE¼, Section 33, Township 40 North, Range 6 East, New Mexico Principal Meridian, Rio Grande County, Colorado.

LESS: All that part of the NW¼ of said Section 33, lying North of the South line of highway known as Federal Aid Project 270-E, also the South line of the highway known as Federal Aid Project 270-E, also known as State Highway 160, AND Less all that portion of the NW ¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies 40 feet on the Northside and 60 feet on the Southside of the center line of Federal Aid Project 270-E as surveyed and constructed, which said center line is more particularly described as follows: Beginning at the point of intersection of the said center line with the East boundary of the said NW¼ of Section 33, which point lies approximately 1320 feet Southerly from the North Quarter corner of the said Section 33, thence along the said center line North 60° 25' West 2230 feet, more or less, to a point of intersection; thence continuing along said center line North 74° 20' West 760 feet, more or less, to the West boundary of the said NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M.

LESS: A parcel of land situate in the NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., described as follows, to-wit: Beginning at the point of intersection of the South boundary line of Federal Aid Project 270-E, also known as State Highway 160, as surveyed and constructed, and as described in Warranty Deed appearing in Book 185 at Page 213 of the record; in the office of the County Clerk and Recorder of Rio Grande County, Colorado, with the East boundary line of said NW¼ of said Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies approximately 1380 feet Southerly from the North Quarter corner of said Section 33; thence South 400 feet along the East boundary line of said NW¼ of said Section 33, thence West 218 feet; thence North to the South boundary line of said Federal Aid Project 270-E; thence Easterly 218 feet along the South boundary line of said Federal Aid Project 270-E, to the point of beginning.

AND
NE¼ and E½ NW¼, Section 4, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼, Section 5, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
That Part of the SE¼ SE¼ lying south of the County Road, Section 29, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼; SW¼ NE¼; SE¼, Section 32, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

Exhibit B

SPECIAL WARRANTY DEED
(WATER RIGHTS)

THIS DEED, made this __ day of _____, 2023, between **ROCKY MOUNTAIN HIGH DEVELOPMENT, LLC**, a Nevada limited liability company of the County of Bexar, State of Texas, Grantor, and the **RIO GRANDE WATER CONSERVATION DISTRICT**, for and on behalf of, the **WATER ACTIVITY ENTERPRISES** of the **SPECIAL IMPROVEMENT DISTRICTS NO. 2** and **NO. 6** of the **RIO GRANDE WATER CONSERVATION DISTRICT**, a body corporate and politic and a political subdivision of the state of Colorado whose address is 8805 Independence Way, Alamosa, Colorado 81101, Grantee.

WITNNESSETH, That Grantor, for and in consideration of the sum of [redacted], and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, the water shares, water rights, and rights to use water, together with all improvements, if any, situate, lying and being in the County of Rio Grande, State of Colorado, described as follows:

SEE EXHIBIT A, attached hereto and by this reference incorporated herein.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Granter and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

ROCKY MOUNTAIN HIGH DEVELOPMENT, LLC

_____
By: Steve Cummings, Manager

STATE OF TEXAS)
) **ss.**
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by Steve Cummings, Manager of Rocky Mountain High Development, LLC.

Witness my hand and official seal.

My Commission Expires _____.

_____
Notary Public

EXHIBIT A
(Water Rights)

A twenty percent interest (20%) interest of all water and water rights, ditch and ditch rights, flumes and headgates thereunto appertaining the Property in EXHIBIT A-1, including but not limited to:

A twenty percent (20%) interest of .75 of one cubic foot of water per second time in and from the Rio Grande Ditch Number 1, Appropriation Priority No. 8, as of the date August 1, 1870; a twenty percent (20%) interest of an undivided ½ interest in and to the Rio Grande Ditch No. 4 and an undivided ½ interest in and to the water thereunder decreed under and by virtue of Appropriation Priority No. 285 for a total of 12 cubic feet of water per second time; also a twenty percent (20%) interest of all interest right and title transferred in J. Otto Krause, Fred Scherzer, and Monroe Wright in and to Priority No. 1916-16 as of the Date of December 31, 1886, heretofore awarded for use through said Rio Grande Ditch No. 4 for 10 cubic feet of water per second time; a twenty percent (20%) of an Appropriation Priority No. 1934-17 as of the date of October 4, 1928, in Aydelotte Drain Ditch; and also a twenty percent (20%) interest of one and one forth cubic feet of water per second time in and from Rio Grande Ditch No. 1, Appropriation Priority No. 8 as of the date August 1, 1870, and as more particularly described and mentioned in that certain contract and agreement, dated December 29, 1939, and duly recorded in Book 200 at Page 111 of the records of the County Clerk and Recorder of Rio Grande County, Colorado, and particularly subject to the terms and conditions of said contract under which it was the intention of the parties that said one and one forth cubic foot of water per second time is equal to .683 shares in and from said Appropriation as provided and set forth in said contract and agreement; TOGETHER WITH all appurtenances and improvements thereon.

TOGETHER WITH a twenty percent (20%) interest in any and all water, water rights, ditches, flumes, headgates, decrees and appropriations to the use of water thereunder belonging, and more in particular, a twenty percent (20%) interest in 2 cubic feet of water per second time, as heretofore awarded and decreed for use in and through the James McCleary Ditch and under and by virtue of Appropriation Priority No. 10, as of the date of May 1, 1872, a twenty percent (20%) interest of 2 cubic feet of water per second time, of that certain twelve original cubic feet of water per second time as heretofore awarded and decreed for use in and through Rio Grande Ditch No. 4 by Appropriation Priority No. 285 as of the date of June 1, 1886; also a twenty percent (20%) interest of all the right, title and interest in and to that certain additional priority for 10 cubic feet of water per second of time and heretofore awarded for use in and through Rio Grande Ditch No. 4 by Appropriation Priority No. 1916-16 as of the date of December 31, 1886, conveyed to J. Otto Krause and Fred Scherzer in deed recorded February 13, 1953, Book 227 at Page 512 of the records of the Clerk and Recorder of Rio Grande County, Colorado; also known as Del Norte Farm, with all its appurtenances.

EXHIBIT A-1
(Legal Description of Property)

W½ and S½ SE¼, Section 33, Township 40 North, Range 6 East, New Mexico Principal Meridian, Rio Grande County, Colorado.

LESS: All that part of the NW¼ of said Section 33, lying North of the South line of highway known as Federal Aid Project 270-E, also the South line of the highway known as Federal Aid Project 270-E, also known as State Highway 160, AND Less all that portion of the NW ¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies 40 feet on the Northside and 60 feet on the Southside of the center line of Federal Aid Project 270-E as surveyed and constructed, which said center line is more particularly described as follows: Beginning at the point of intersection of the said center line with the East boundary of the said NW¼ of Section 33, which point lies approximately 1320 feet Southerly from the North Quarter corner of the said Section 33, thence along the said center line North 60° 25' West 2230 feet, more or less, to a point of intersection; thence continuing along said center line North 74° 20' West 760 feet, more or less, to the West boundary of the said NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M.

LESS: A parcel of land situate in the NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., described as follows, to-wit: Beginning at the point of intersection of the South boundary line of Federal Aid Project 270-E, also known as State Highway 160, as surveyed and constructed, and as described in Warranty Deed appearing in Book 185 at Page 213 of the record; in the office of the County Clerk and Recorder of Rio Grande County, Colorado, with the East boundary line of said NW¼ of said Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies approximately 1380 feet Southerly from the North Quarter corner of said Section 33; thence South 400 feet along the East boundary line of said NW¼ of said Section 33, thence West 218 feet; thence North to the South boundary line of said Federal Aid Project 270-E; thence Easterly 218 feet along the South boundary line of said Federal Aid Project 270-E, to the point of beginning.

AND
NE¼ and E½ NW¼, Section 4, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼, Section 5, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
That Part of the SE¼ SE¼ lying south of the County Road, Section 29, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼; SW¼ NE¼; SE¼, Section 32, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

Exhibit C

AFFIDAVIT

STATE OF TEXAS)
)ss.
COUNTY OF BEXAR)

The undersigned, Steve Cummings, Manager of Rocky Mountain High Development, LLC, a Nevada limited liability company of the County of Bexar, State of Texas, being of sound mind and body, and over eighteen years of age, as former owner of the real property described in Exhibit A attached hereto (the "Property") hereby certifies his knowledge of the following matters regarding the historical use of the Property:

1. McCombs Legacy, Ltd. ("MLLTD") acquired the Property on or about February 20, 2007, by a deed dated February 20, 2007, and recorded on February 20, 2007, at Reception No. 396313 in the records of the Clerk and Recorder of Rio Grande County, Colorado. MLLTD transferred the Property to Rocky Mountain High Development, LLC ("RMHD") on or about July 26, 2007, by a deeded dated July 26, 2007, and recorded on August 7, 2007, at Reception No. 398527 in the records of the Clerk and Recorder of Rio Grande County, Colorado. MLLTD and RMHD are controlled by the same owner.

2. Certain water rights are appurtenant to the Property, including, but not limited to, .75 of one cubic foot of water per second time in and from the Rio Grande Ditch Number 1, Appropriation Priority No. 8, as of the date August 1, 1870; an undivided ½ interest in and to the Rio Grande Ditch No. 4 and an undivided ½ interest in and to the water thereunder decreed under and by virtue of Appropriation Priority No. 285 for a total of 12 cubic feet of water per second time; also all interest right and title transferred in J. Otto Krause, Fred Scherzer, and Monroe Wright in and to Priority No. 1916-16 as of the Date of December 31, 1886, heretofore awarded for use through said Rio Grande Ditch No. 4 for 10 cubic feet of water per second time; an Appropriation Priority No. 1934-17 as of the date of October 4, 1928, in Aydelotte Drain Ditch; and also an interest of one and one forth cubic feet of water per second time in and from Rio Grande Ditch No. 1, Appropriation Priority No. 8 as of the date August 1, 1870, and as more particularly described and mentioned in that certain contract and agreement, dated December 29, 1939, and duly recorded in Book 200 at Page 111 of the records of the County Clerk and Recorder of Rio Grande County, Colorado, and particularly subject to the terms and conditions of said contract under which it was the intention of the parties that said one and one forth cubic foot of water per second time is equal to .683 shares in and from said Appropriation as provided and set forth in said contract and agreement; TOGETHER WITH all appurtenances and improvements thereon; and TOGETHER WITH an interest in any and all water, water rights, ditches, flumes, headgates, decrees and appropriations to the use of water thereunder belonging, and more in particular, an interest in 2 cubic feet of water per second time, as heretofore awarded and decreed for use in and through the James McCleary Ditch and under and by virtue of Appropriation Priority No. 10, as of the date of May 1, 1872, an interest of 2 cubic feet of water per second time, of that certain twelve original cubic feet of water per second time as heretofore awarded and decreed for use in and through Rio Grande Ditch No. 4 by Appropriation Priority No. 285 as of the date of June 1, 1886; also all the right, title and interest in and to that certain

additional priority for 10 cubic feet of water per second of time and heretofore awarded for use in and through Rio Grande Ditch No. 4 by Appropriation Priority No. 1916-16 as of the date of December 31, 1886, conveyed to J. Otto Krause and Fred Scherzer in deed recorded February 13, 1953, Book 227 at Page 512 of the records of the Clerk and Recorder of Rio Grande County, Colorado; also known as Del Norte Farm, with all its appurtenances (collectively, the "Twin Pines Water Rights").

3. By Warranty Deed dated January 6, 2014, recorded on January 7, 2014, at Reception No. 201400420177 in the records of the Clerk and Recorder of Rio Grande County, Colorado, RMHD conveyed the Property to Mark Q. Deacon.

4. By Special Warranty Deed dated January 6, 2014, recorded on January 7, 2014, at Reception No. 201400420179 in the records of the Clerk and Recorder of Rio Grande County, Colorado, Seller conveyed, *inter alia*, an eighty percent (80%) interest in the Twin Pines Water Rights to Mark Q. Deacon (the "80% Interest in the Twin Pines Water Rights") and Seller retained a twenty percent (20%) interest in the Twin Pines Water Rights (the "20% Interest in the Twin Pines Water Rights").

5. While MLLTD owned the property, MLLTD irrigated the Property using, *inter alia*, the Twin Pines Water Rights.

6. While RMDH owned the Property, RMDH irrigated the Property using, *inter alia*, the Twin Pine Water Rights.

7. From the sale of the Property and the 80% Interest in the Twin Pine Water Rights by Seller to Mark Q. Deacon to the 2022 irrigation season, Mark Q. Deacon irrigated the Property using, *inter alia*, the 80% Interest in the Twin Pines Water Rights and the 20% Interest in the Twin Pines Water Rights pursuant to an agreement with RMDH.

8. I have personal knowledge of the facts set forth in this affidavit. If called as a witness, I would testify to these facts under oath.

Further Affiant sayeth not.

Steve Cummings, Manager
Rocky Mountain High Development, LLC

STATE OF TEXAS)
) **ss.**
COUNTY OF BEXAR)

The foregoing Affidavit was acknowledged before me this __ day of _____, 2023, by Steve Cummings, Manager of Rocky Mountain High Development, LLC. Witness my hand and official seal.

[seal]

_____
Notary Public

My commission expires:

Exhibit A
(Real Property)

W½ and S½ SE¼, Section 33, Township 40 North, Range 6 East, New Mexico Principal Meridian, Rio Grande County, Colorado.

LESS: All that part of the NW¼ of said Section 33, lying North of the South line of highway known as Federal Aid Project 270-E, also the South line of the highway known as Federal Aid Project 270-E, also known as State Highway 160, AND Less all that portion of the NW ¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies 40 feet on the Northside and 60 feet on the Southside of the center line of Federal Aid Project 270-E as surveyed and constructed, which said center line is more particularly described as follows: Beginning at the point of intersection of the said center line with the East boundary of the said NW¼ of Section 33, which point lies approximately 1320 feet Southerly from the North Quarter corner of the said Section 33, thence along the said center line North 60° 25' West 2230 feet, more or less, to a point of intersection; thence continuing along said center line North 74° 20' West 760 feet, more or less, to the West boundary of the said NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M.

LESS: A parcel of land situate in the NW¼ of Section 33, Township 40 North, Range 6 East, N.M.P.M., described as follows, to-wit: Beginning at the point of intersection of the South boundary line of Federal Aid Project 270-E, also known as State Highway 160, as surveyed and constructed, and as described in Warranty Deed appearing in Book 185 at Page 213 of the record; in the office of the County Clerk and Recorder of Rio Grande County, Colorado, with the East boundary line of said NW¼ of said Section 33, Township 40 North, Range 6 East, N.M.P.M., which lies approximately 1380 feet Southerly from the North Quarter corner of said Section 33; thence South 400 feet along the East boundary line of said NW¼ of said Section 33, thence West 218 feet; thence North to the South boundary line of said Federal Aid Project 270-E; thence Easterly 218 feet along the South boundary line of said Federal Aid Project 270-E, to the point of beginning.

AND
NE¼ and E½ NW¼, Section 4, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼, Section 5, Township 39 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
That Part of the SE¼ SE¼ lying south of the County Road, Section 29, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

AND
E½ NE¼; SW¼ NE¼; SE¼, Section 32, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SUBDISTRICT NO. 6 AND SUBDISTRICT NO. 1

WHEREAS, Special Improvement District No. 1 of the Rio Grande Water Conservation District (Subdistrict No. 1) has water stored in Santa Maria Reservoir that it previously purchased and is in excess of the current needs of Subdistrict No. 1; and

WHEREAS, Subdistrict No. 1 is currently paying an annual charge to store this excess water; and

WHEREAS, Special Improvement District No. 6 of the Rio Grande Water Conservation District (Subdistrict No. 6) has a current need for water in storage for use as part of its remedy portfolio in future Annual Replacement Plans.

THEREFORE, Subdistrict No. 1 and Subdistrict No. 6 hereby agree as follows:

1. Subdistrict No. 1 will sell and Subdistrict No. 6 will purchase 250 acre-feet of Santa Maria water currently owned by Subdistrict No. 1 and currently stored in Santa Maria Reservoir.

2. The purchase price for said water in storage is [redacted] per acre-foot, for a total price of [redacted]

3. Subdistrict No. 6 will take possession of said 250 acre-feet as of the date of this MOU.

4. Subdistrict No. 6 will be responsible for all charges for storage of the 250 acre-feet beginning on the date Subdistrict No. 6 takes possession of the water.

5. Subdistrict No. 6 will be responsible for obtaining any administrative or judicial approval of Subdistrict No. 6's use of this water.

6. Subdistrict No. 6 will only use this water to remedy injurious depletions by supplying augmentation water to the Rio Grande Canal, the Farmers Union Canal, the San Luis Valley Canal, the Billings Ditch, or the Prairie Ditch.

7. Payment required under this Agreement will be due to Subdistrict No. 1 on or before January 2, 2025.

8. This offer is valid up until December 31, 2024.

Dated this 4th day of December 2024.

FOR SUBDISTRICT NO. 1

Amber Pacheco
Deputy General Manager

FOR SUBDISTRICT NO. 6

Program Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN
SUBDISTRICT NO. 6 AND SUBDISTRICT NO. 1

WHEREAS, Special Improvement District No. 1 of the Rio Grande Water Conservation District (Subdistrict No. 1) has water stored in Santa Maria Reservoir that it previously purchased and is in excess of the current needs of Subdistrict No. 1; and

WHEREAS, Subdistrict No. 1 is currently paying a monthly charge to store this excess water; and

WHEREAS, Special Improvement District No. 6 of the Rio Grande Water Conservation District (Subdistrict No. 6) has a current need for water in storage for use as part of its remedy portfolio in future Annual Replacement Plans.

THEREFORE, Subdistrict No. 1 and Subdistrict No. 6 hereby agree as follows:

1. Subdistrict No. 1 will sell and Subdistrict No. 6 will purchase 1,000 acre-feet of Santa Maria water currently owned by Subdistrict No. 1 and currently stored in Santa Maria Reservoir.

2. The purchase price for said water in storage is [redacted] per acre-foot, for a total price of [redacted]

3. Subdistrict No. 6 will take possession of said 1,000 acre-feet as of April 1st, 2023.

4. Subdistrict No. 6 will be responsible for all charges for storage of the 1,000 acre-feet beginning on the date Subdistrict No. 6 takes possession of the water.

5. Subdistrict No. 6 will be responsible for obtaining any administrative or judicial approval of Subdistrict No. 6's use of water.

6. Subdistrict No. 6 will only use this water to remedy injurious depletions by supplying augmentation water to the Rio Grande Canal, the Farmers Union Canal, the San Luis Valley Canal, the Billings Ditch, or the Prairie Ditch.

7. Payment required under this Agreement will be due to Subdistrict No. 1 on or before July 31st 2023

8. This offer is valid up until December 31, 2023.

Dated this 31 day of March 2023

FOR SUBDISTRICT NO. 1

FOR SUBDISTRICT NO. 6

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 10 day of February, 2022 (the "Effective Date") by and between Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Trinchera"), together with Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both in District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 3 wishes to lease up to 2,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2022/2023 Annual Replacement Plan ("ARP").

F. Subdistrict No. 6 wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2023/2023 ARP.

G. Trinchera wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2022/2023 ARP.

H. Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until

such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

I. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.3 Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.1.4. Water from the Taos Valley No. 3 will be exchanged into Platoro Reservoir if possible. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 57.5% to the SLVIWO; 15% to Subdistrict No. 3; and 27.5% to Subdistrict No. 6. If it is not possible to exchange the water, then water from the Taos Valley No. 3 water right will be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and availability for use in replacing depletions under an ARP by Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.4.

1.1.5 If Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARPs, upon written notice and agreement between the Subdistricts, the remaining two Subdistricts will

each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water.

1.2 Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, ~~2022~~ 2023 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2022 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.3. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2022/2023 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.3.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts, 2) exchanged into storage for SLVIWO, the Subdistricts, or others or 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and then the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 water can be exchanged for storage in Rio Grande Reservoir, it is exchanged, and then; 3) the Taos Valley No. 3 water is shepherded to the Rio Grande River Compact gage at Los Sauces, credited on the DWR 10-day report, and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts herein).

1.3.2 Within a reasonable amount of time after the designated Water Division No. 3 Division Engineer's end of irrigation season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide notice that it disagrees with some or all of the accounting or accept such accounting.

1.3.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.4 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.1, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.2, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.3. Further details regarding this provision are outlined in the following subsections.

1.4.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,000 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.1.4. For each acre-foot generated from the Taos Valley No. 3 water right in the 2022 Irrigation season which is not exchanged into storage by the SLVIWO, 30.61% will be provided for use in ARP by Subdistrict No. 3 pursuant to paragraph 1.1.1 and 54.32% will be provided for use in ARP by Subdistrict 6 pursuant to paragraph 1.1.2 and 15.06% will be provided for use in ARP by Trinchera pursuant to paragraph 1.1.3.

1.4.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,000 acre-feet, to be provided to Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the combined 8,000 acre feet which is not delivered to either Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.4.6 of this Agreement.

1.4.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored by SLVIWO in the Platoro Reservoir to Trinchera.

1.4.4 The ARP Water will be accounted for as delivered to Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to any Subdistrict.

1.4.5 Use of ARP Water.

1.4.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2022/2023 ARP, or subsequent years pursuant to paragraph 1.4.1 to 1.4.4, above. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,000 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.4.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 3,Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.4.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.4.6 Termination of Delivery. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistricts. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.4.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than $1,500, such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.5 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.6 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO

recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

4. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: lyla@notes-numbers.com

To Subdistrict 3
and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719-379-3467
Email: trincherawaterconservancy@gmail.com

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 SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of a Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default or the minimum payment stated in paragraph 1.4.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by any other Subdistrict.

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

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

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 shall 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 consent of each of the Parties. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

7.6. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

7.7. Litigation. If the SLVIWO and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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. Neither SLVIWO nor Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

7.9. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

7.10. 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.

7.11. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution or cessation of the Force Majeure event.

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

7.13. Binding Agreement. This Agreement binds and benefits the Parties and their respective successors and assigns.

7.14. 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.

7.15. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

7.16. 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.

SLVIWO

By: _____ 1-26-22
Date

San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 2/10/2022
Date
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

MEMORANDUM OF UNDERSTANDING
TRANSFER OF RESERVOIR WATER

RE: Transfer of water stored in Platoro Reservoir from the San Luis Valley Irrigation Well Owners ("SLVIWO") to Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Trinchera")

To Whom It May Concern:

DESCRIBE AGREEMENTS AND THE OPERATION

SLVIWO currently have 257.5 acre-ft of water stored in Platoro Reservoir. This water was stored under SWSP 6093 in the year 2023. SLVIWO are offering this water for use by Subdistrict 3, Subdistrict 6, and Trinchera Subdistrict for use in their current and future annual replacement plans. This water is to apportion with the following percentages Subdistrict 3 33.5% or 86.26 acre-ft, Subdistrict 6 50% or 128.75 acre-ft, and Trinchera 16.5% or 42.49 acre-ft.

As compensation for said transfer the Subdistricts agree to pay the SLVIWO $50/acre-ft. The total payment for the transfer to Subdistrict 3 is [redacted] Subdistrict 6 [redacted] and Trinchera [redacted]

The Subdistricts shall be responsible for storage costs associated with the year 2025 and forward.

Confirmed by:

San Luis Valley Irrigation Well Owners _____ Monty Smith

Conejos Water Conservancy District _____ Nathan Coombs

Subdistrict 3 _____ Angelo Bellah

Subdistrict 6 _____ Angelo Bellah

Trinchera Subdistrict _____ Monty Smith

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 10th day of Feb., 2023 (the "Effective Date") by and between Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2023/2024 Annual Replacement Plan ("ARP").

F. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2023/2024 ARP.

G. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2023/2024 ARP.

H. Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until

such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

I. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 3 with the right to use up to 2000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3000 acre-feet of water, and Trinchera with the right to use up to 3000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.3 Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.1.4. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 57.5% to the SLVIWO; 15% to Subdistrict 3; 27.5% to Subdistrict 6. If it is not possible to exchange the water, then water from the Taos Valley No. 3 water right will be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.1.5 If Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining two Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to

their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdstrict No. 3, Subdistrict No. 6, and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.2. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2024 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2023 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.3. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.3.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.3.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.3.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.4 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.1, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.2, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.3. Further details regarding this provision are outlined in the following subsections.

1.4.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,000 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.1.4. For each acre-foot generated from the Taos Valley No. 3 water right in the 2023 Irrigation season, 30.61% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.1 and 54.32% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.2 and 15.06% will be provided for use by Trinchera pursuant to paragraph 1.1.3.

1.4.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,000 acre-feet, to be provided to Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,000 acre-feet which is not delivered to either Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.4.6 of this Agreement.

1.4.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.4.4 The ARP Water will be accounted for as delivered to Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.4.5 Use of ARP Water.

1.4.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2023/2024 ARP, or subsequent years pursuant to paragraph 1.4.1 to 1.4.4, above. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,000 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.4.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.4.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.4.6 Termination of Delivery. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.4.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.5 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.6 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO

recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

4. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Teri Dunn
P.O. Box 147
La Jara, CO 81140
E-mail: terij_dunn@yahoo.com

To Subdistrict 3
and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO
81123
Phone: 719.379.3467

Email:
trincherawaterconservancy@g
mail.com

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 SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.4.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

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

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

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 shall 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 consent of each of the Parties. If any portion of this Agreement is held invalid or unenforceable for any

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

7.5. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

7.6. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

7.7. Litigation. If the SLVIWO and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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. Neither SLVIWO nor Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

7.9. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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,

sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

7.10. 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.

7.11. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

7.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

7.14. 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.

7.15. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

7.16. 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.

SLVIWO

By: _____ _____
Sam Vance Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 1/24/2023
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 1/24/2023
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 1/24/2023
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

SLVIWO

By: Sam Vance
Sam Vance
San Luis Valley Irrigation Well Owners, Inc.

2/10/2023
Date

Special Improvement District No. 3
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

1/24/2023
Date

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

1/24/2023
Date

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

_____
Date

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 3rd day of April, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 1 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 1 for use under Subdistrict No. 1's 2024/2025 Annual Replacement Plan ("ARP").

F. Subdistrict No. 2 wishes to lease up to 500 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plan ("ARP").

G. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and

SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual Replacement Plan ("ARP").

H. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARP.

I. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARP.

J. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

K. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 1 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 2 with the right to use up to 500 acre-feet, Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 1's, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 1 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD1 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 500 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.4. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.5. Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 58.4% to the SLVIWO; 16.3% to Subdistrict 3; 25.3% to Subdistrict 6.

1.2.2. If it is not possible to exchange the water into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 26% to Subdistrict No. 1; 2% to Subdistrict No. 2; 24% to Subdistrict No. 3; 36% to Subdistrict No. 6; and 12% to Trinchera.

1.2.3. In the event that the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2025 (the "Term"); however, this Lease

Agreement will only apply to water produced under the 2015CW3030 Case during the 2024 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve

the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 1's use pursuant to paragraph 1.1.1, up to 500 acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,800 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1. For each acre-foot generated from the Taos Valley No. 3 water right in the 2024 Irrigation Season, 26% will be provided for use by Subdistrict No. 1 pursuant to paragraph 1.1.1, 2% will be provided for use by Subdistrict No. 2 pursuant to paragraph 1.1.2, 24% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.3, 37% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.4 and 12% will be provided for use by Trinchera pursuant to paragraph 1.1.5.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,800 acre-feet, to be provided to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,800 acre-feet which is not delivered to either Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2024/2025 ARP, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 1, Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,800 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 1's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid, and binding obligation of the Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 1 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 1. To the best of Subdistrict No. 1's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 1 that would prevent Subdistrict No. 1 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.7. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:

San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:

Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:

Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

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

5.5. 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. 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.

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

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 4/3/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 4/3/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 19th day of December, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 2 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plans ("ARPs"). Subdistrict No. 2 wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 500 acre-ft, replacement of daily depletions 500 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Rio Grande River 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Rio Grande River are to be used prior to the end of the compact year, December 31, 2025.

F. Subdistrict No. 3 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual

Replacement Plans ("ARPs"). Subdistrict No. 3 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 1000 acre-ft, Rio Grande Reservoir Storage 0 acre-ft, replacement of daily depletions 0 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

G. Subdistrict No. 6 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARPs. Subdistrict No. 6 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 300 acre-ft, Rio Grande Reservoir Storage 2,500 acre-ft, replacement of daily depletions 500 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

H. Trinchera wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARPs. Trinchera wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 0 acre-ft, replacement of daily depletions 600 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 1,500 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

I. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

J. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide No. 2 with the right to use up to 1,000 acre-feet, Subdistrict No. 3 with the right to use up to 1,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,300 acre-feet of water, and Trinchera with the right to use up to 2,100 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 1,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 1,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,300 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.4. Subject to the terms of this Agreement, Trinchera agrees to lease up to 2,100 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 50% to the SLVIWO; 20% to Subdistrict 3; 30% to Subdistrict 6, up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Platoro Reservoir.

1.2.2. If it is not possible to exchange the full amount of water in priority into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 5% to Subdistrict No. 2; 95% to Subdistrict No. 6. up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande Reservoir.

1.2.3. In the event that the amount of water available to the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing daily depletions under an ARP by Subdistrict No. 2, , Subdistrict No. 6 or Trinchera based upon the daily depletions at the time of the delivery. Once the requested amount is delivered the remaining water available will be apportioned based on the depletions of the remaining parties. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If after exchanges into reservoir storage and the replacement of daily depletions water will be delivered to reach 3 of the Rio Grande River for replacement of future depletion on reach 3 or for replacement of winter depletions on all reaches of the Rio Grande and Conejos Rivers prior to December 31st 2025. Of this water delivered to reach 3 of the Rio Grande, the split amongst the lessees as follows: 100% to Trinchera Subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande reach 3.

1.2.5 If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts. On days a subdistrict chooses not to replace daily depletions using water under this agreement notification is to be given to the SLVIWO to provide for correct accounting and notification of the water commissioners. If a subdistrict contracts for reservoir storage and or replacement of future depletions on reach 3 and/or winter depletions on all reaches and chooses not to accept the full amount of reservoir storage and or prepayment of depletions, notification must be given to the SLVIWO prior to the exchange of water into storage or delivery of water to reach 3 of the Rio Grande. This is to adjust the call as necessary to amounts of water that will actually be put to beneficial use.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending February 28, 2026 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2025 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2024/2025 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accepts such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as

determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 1,000acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 1,000acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,300 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 2,100 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 7,400 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 7,400 acre-feet, to be provided to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 7,400 acre-feet which is not delivered to either Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater

withdrawals of wells included in each Subdistrict's 2024/2025 ARPs, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 7,400 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding

against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

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

5.5. 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. 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.

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

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that

the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 12/19/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise
By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 6
Water Activity Enterprise

By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 12/19/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 13 day of March, 2026 (the "Effective Date") by and between the Rio Grande Water Conservation District, acting for and on behalf of Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 2, Subdistrict No. 3, and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 2 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2025/2026 ARPs. Subdistrict No. 2 wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 0 acre-ft, Continental Reservoir Storage 500acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 500acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

F. Subdistrict No. 3 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2025/2026 ARPs.

Subdistrict No. 3 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 250acre-ft, Rio Grande Reservoir Storage 0acre-ft, Santa Maria Reservoir Storage 0acre-ft, Beaver Park Reservoir Storage 0acre-ft, replacement of daily depletions 0acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers0acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

G. Subdistrict No. 6 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2025/2026 ARPs. Subdistrict No. 6 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 300 acre-ft, Rio Grande Reservoir Storage 0 acre-ft, Continental Reservoir Storage 2500acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 500acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

H. Trinchera wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2025/2026 ARPs. Trinchera wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 500 acre-ft, Rio Grande Reservoir Storage 36.18 acre-ft, Santa Maria Reservoir Storage 0 acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 250 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 1500 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

I. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

J. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 2 with the right to use up to 1000acre-feet, Subdistrict No. 3 with the right to use up to 250 acre-feet of water, Subdistrict No. 6 with the right to use up to 3300 acre-feet of water, and Trinchera with the right to use up to 2686.18 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 1000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 250 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3300 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.4. Subject to the terms of this Agreement, Trinchera agrees to lease up to 2286.18 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 35% to Subdistrict 3; 50% to Subdistrict 6, and 15% to Trinchera Subdistrict up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Platoro Reservoir.

1.2.2. If it is not possible to exchange the full amount of water in priority into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir, Santa Maria Reservoir, or Beaver Park Reservoir and the water stored in these reservoirs shall be split amongst the lessees as follows: 3% to Subdistrict No. 2; 34% to Subdistrict No. 3, 49% to Subdistrict No. 6, and 14% to Trinchera, up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to these reservoirs.

1.2.3. In the event that the amount of water available to the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or the reservoirs listed in 1.2.2, the Taos Valley No. 3 shall be

delivered downstream to the Rio Grande River Compact gauge for credit on the DWR's 10-day report and available for use in replacing daily depletions under an ARP by Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera based upon the daily depletions at the time of the delivery. Once the requested amount is delivered the remaining water available will be apportioned based on the depletions of the remaining parties. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If after exchanges into reservoir storage and the replacement of daily depletions water will be delivered to reach 3 of the Rio Grande River for replacement of future depletion on reach 3 or for replacement of winter depletions on all reaches of the Rio Grande and Conejos Rivers prior to December 31st 2026. 3% to Subdistrict No. 2; 34% to Subdistrict No. 3, 49% to Subdistrict No. 6, and 14% to Trinchera. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande reach 3.

1.2.5 If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts. On days a subdistrict chooses not to replace daily depletions using water under this agreement notification is to be given to the SLVIWO to provide for correct accounting and notification of the water commissioners. If a subdistrict contracts for reservoir storage and or replacement of future depletions on reach 3 and/or winter depletions on all reaches and chooses not to accept the full amount of reservoir storage and or prepayment of depletions, notification must be given to the SLVIWO prior to the exchange of water into storage or delivery of water to reach 3 of the Rio Grande. This is to adjust the call as necessary to amounts of water that will actually be put to beneficial use.

1.3. Cove Lake Storage: Pending approval of the Division of Water Resources and the Conejos Water Conservancy District, the SLVIWO are requesting the transfer of Cove Lake storage into Platoro Reservoir. This storage is to be used when Article VII restrictions are in place. Approximately 3,000 acre-ft is reserved for storage of TVC#3 water as requested in 1.2.1 above. Approximately 3,000 acre-ft is available

for lease to store other replacement water. The other replacement water storage is to be apportioned 35% to Subdistrict 3; 50% to Subdistrict 6, and 15% to Trinchera Subdistrict if it exceeds the actual availability of pre-compact storage. Subdistrict No. 3 requests up to 1000acre-ft of other replacement water storage, Subdistrict No. 6 requests up to 1000acre-ft of other replacement water storage, and Trinchera request up to 550 acre-ft of other replacement water storage. All stored water are subject to storage fees assessed by Conejos Water Conservancy District. For other replacement water storage in addition to the Conejos Water Conservancy District storage fee, the SLVIWO will charge an equal amount for storage as the Conejos Water Conservancy District. Presumably $10/acre-ft.

1.4. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending February 28, 2027 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2026 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.5. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2025/2026 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.5.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande, Santa Maria, or Beaver Park Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gauge at

Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.5.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accepts such accounting.

1.5.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.5.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, , Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.6 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to up to 1000acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.1, up to 250acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.2, up to 3300 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.3, and up to 2286.18 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.4. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.6.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 6836.18 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1.

1.6.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 1050 acre-feet, to be provided to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 5786.18 acre-feet which is not delivered to either Subdistrict No. 2,

Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.6.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.6.4 The ARP Water will be accounted for as delivered to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.6.5 Use of ARP Water.

1.6.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2025/2026 ARPs, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 6836.18 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.6.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No.

3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.6.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.6.6 Termination of Delivery. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.6.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.7 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.8 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.1 Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the

Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.2 Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.3 Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.4 Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO: San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To The Rio Grande Water Conservation District,
Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5
and/or Subdistrict No. 6: Amber Pacheco
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera: Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO
81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4 Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5 Miscellaneous Provisions.

5.1 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 Parties to one another with respect to this Agreement.

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

5.3 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. 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.

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

5.5 Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.6 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.7 Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 5 and/or Subdistrict No. 6 and/or Trinchera 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.

5.8 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.9 Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.10 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.

5.11 Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.13 Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.14 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.

5.15 Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.16 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.

SLVIWO

By: _____ 3/13/26
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 6
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

The Rio Grande Water Conservation District

By: _____ 3/16/26
Amber Pacheco Date
Deputy General Manager

Rio Grande Water Conservation District,

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

3/13/26
Date

COLORADO
Division of Water Resources
Department of Natural Resources

May 13, 2024

Jason Lorenz, P.E.
Agro Engineering
0210 Road 2 South
Alamosa, CO 81101

Re: San Luis Valley Irrigation Well Owners, Inc Substitute Water Supply Plan
SLVIWO Taos Valley Canal No. 3 Water Rights
Water Division 3, Water Districts 22 and 24
Case No. 15CW3030(A), SWSP ID 6093

Approval Period: April 1, 2024 to December 31, 2024

Contact information for Mr. Lorenz: 719-852-4957; jason@agro.com

Dear Mr. Lorenz:

We have reviewed your letter dated November 14, 2023, in which you request approval of a substitute water supply plan ("SWSP") on behalf of the San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO" or "Applicant") pursuant to section 37-92-308(4), C.R.S. The Applicant filed an *Application for Recharge Project and Rights of Substitution and Exchange* in Division 3 water court Case No. 15CW3030. On March 11, 2019, the court application was bifurcated into Case Nos. 15CW3030(A) and 15CW3030(B). This SWSP request pertains to case no. 15CW3030(A) which consists of the substitutions and exchanges and does not include the recharge project. Notice of the request for approval of the SWSP was served on all parties to Case No. 15CW3030 on December 21, 2023. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10033074) has been received.

The initial date of approval for this SWSP was June 18, 2019 for operation beginning June 18, 2019. Pursuant to section 37-92-308(4)(b), "If an applicant requests renewal of a plan that would extend the plan past five years from the initial date of approval, the applicant shall demonstrate to the water judge in the applicable water division that the delay in obtaining a decree has been justifiable and that not being able to continue operating under a substitute water supply plan until a decree is entered will cause undue hardship to the applicant." A *Motion Pursuant to § 37-92-308(4)(b), C.R.S.*, requesting the Court to permit an additional year of operation under a 37-92-308(4) substitute water supply plan, was filed in Case No. 15CW3030 on December 8, 2023. The Motion for an order finding that the Applicant has made the demonstration required by section 37-92-308(4)(b) for a renewal of a SWSP was granted by the Division 3 Water Court on December 11, 2023.

SWSP OPERATION

The Applicant filed a case in water court for a recharge project and rights of substitution and exchange. The water right that is the subject of the case is the Taos Valley Canal No. 3, which was originally decreed in the District Court of Conejos County on October 3, 1890. In 1975, the San Luis Valley Irrigation Well Owners, Inc., ("SLVIWO") filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley Canal No. 3 water right to augment depletions caused by well users of the SLVIWO in Case No. W-3394. A total of 245 cfs were decreed to the Taos Valley Canal No. 3, of which 230 cfs have been left undiverted and accounted for as an offset to well depletions pursuant to that decree. This water is referred to as the "Middlemist Water". Up to 15 cfs was reserved for irrigation and is referred to as the "Zinn Water". The amount of water available for diversion in any particular year under the Zinn water right is determined by the ten-year moving average of the water available at the Taos Valley No. 3 Headgate, as described in Case No. W-3394.

This SWSP request has been submitted for a change of water rights for the Middlemist Water in compliance with the pending court case (15CW3030(A)) to allow augmentation, exchange, storage by exchange in Platoro, Rio Grande, Continental, and Trujillo Meadows Reservoirs, delivery of water to satisfy Compact obligations, and substitution of water delivered to satisfy the Compact in exchange for depletions and water diverted at other structures during different times during the term of this SWSP. Storage in any structure other than Cove Lake Reservoir will only occur under the terms of a separate agreement with the reservoir owner. Prior to storing water in another structure, the Applicant must provide a copy of a storage agreement with the reservoir owner to the Division Engineer and Water Commissioner. This SWSP also requests the ability to store water generated under the SLVIWO Taos Valley No. 3 water rights during the 2024 Irrigation Season for future use in approved Annual Replacement Plans.

No SWSP requests have been submitted to date by any other entities for use of this water. A single lease agreement with SLVIWO and signed by Subdistricts No. 2, No. 3, No. 6 and Trinchera was provided pursuant to this SWSP on April 3, 2024. (A copy of the agreement is included with this approval.) While the agreement named Subdistrict No. 1 as a lessee, it was not signed by a representative of Subdistrict No. 1, so any terms of the agreement pertaining to Subdistrict No. 1 are not considered in this approval letter. The lease agreement is for a single term only and is not renewable. Further, it only applies to water produced under the water rights subject of the 2015CW3030 case during the 2024 Irrigation Season. The lease limits the amount of Taos Valley Canal No. 3 water available for credit to up to 500 acre-feet for Subdistrict No. 2; up to 2,000 acre-feet for Subdistrict No. 3; up to 3,000 acre-feet for Subdistrict No. 6; and up to 3,000 acre-feet for Trinchera Subdistrict. These limits, totalling 8,500 acre-feet, apply to water that is available for exchange to storage or available for delivery to a "Pre-Payment Bank". Delivery losses are assessed against all water generated as determined by the Division Engineer.

Under the terms of the lease agreement, when the Taos Valley Canal No. 3 water right is in priority, it will be exchanged into storage in Platoro Reservoir if conditions allow. If storage in Platoro Reservoir is not possible, water will be exchanged into storage in Rio Grande Reservoir if conditions allow. If reservoir storage is not available, or cannot all be stored, water will be

delivered from the Taos Valley No. 3 Canal heading to the middle of Conejos Stream Reach 2 (RGDSS) and/or to Rio Grande Stream Reach 3 when these streams are connected. These credits may be used on the day the credits are generated for replacement of daily injurious stream depletions in Rio Grande Stream Reach 3 and/or Conejos Stream Reach 2; and/or replacement of daily injurious stream depletions by exchange to other stream reaches defined in the RGDSS.

Furthermore, each Subdistrict may accrue water credits delivered to the Pre-Payment Bank only up to a limit that is reasonable as determined by the Division Engineer for use as a source of replacement of injurious depletions as projected through their respective 2024 ARPs. **Use of these credits cannot cross Compact or ARP Years**. They must be used to offset depletions during the Compact (calendar) Year in which they are generated, and credits generated in one ARP Year may only be used to offset depletions from the same ARP Year (ending April 30). Pre-Payment Bank credits accrued in Rio Grande Stream Reach 3 can be used for remedy of depletions owed to Rio Grande Stream Reach 3 during the irrigation season.

During the non-irrigation season the credits can be used to remedy depletions for other stream reaches defined in the RGDSS. The total amount of water approved for delivery to the Pre-Payment Bank under the conditions of this SWSP will not exceed the sum of the amounts each Subdistrict owes to Rio Grande Stream Reach 3 during the irrigation season and the amounts each Subdistrict owes during the non-irrigation season ending December 31, 2024. These totals are stated in the individual depletion schedules approved for each Subdistrict's 2024 ARP. The maximum amount that can be accrued to the Pre-Payment Bank is 3,842.3 acre-feet, (reflecting ±4,154 acre-feet at the Taos Valley Canal No. 3 headgate). The individual limit is 403.4 acre-feet for Subdistrict No. 2; 682.3 acre-feet for Subdistrict No. 3; 1,334.2 acre-feet for Subdistrict No. 6; and 1,422.4 acre-feet for Trinchera Subdistrict. These limits do not include water that was exchanged into storage or water that was used to pay Subdistrict ARP daily depletions directly on days when Taos Valley Canal No. 3 was in priority. Water "stored" in the Pre-Payment Bank can only occur up to the amount reasonably necessary to cover future actual depletions from the subdistricts listed above.

Furthermore, each Subdistrict must notify the Water Commissioner when their desired total of water delivered to the Pre-Payment Bank is reached. Upon notification by one Subdistrict, additional available water delivered to the Pre-Payment Bank will accrue to the remaining Subdistricts until their desired total is reached. Once the lesser of the sum of these totals or 3,842.3 acre-feet has been delivered to the La Sauses gage, no additional water will accrue to the Pre-Payment Bank under this SWSP. **At the end of the day on December 31, 2024, all water left in the Pre-Payment Bank will revert back to the native system and will not be available for any further use under this SWSP or for future depletion replacements.**

In the situation when the Taos Valley Canal No. 3 water right is in priority, and it is available for exchange, and the limits stated in the prior Condition have not been reached, SLVIWO and the Subdistricts will notify the Water Commissioner whether water will be delivered to the Pre-Payment Bank or to a reservoir. The prior condition will be administered until notification is received, after which, the Water Commissioner will adjust deliveries accordingly.

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(4)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compact.

This SWSP is hereby approved pursuant to section 37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of April 1, 2024 through December 31, 2024 (subject to condition of approval no. 2) unless otherwise revoked or superseded by decree. The initial date of approval for this SWSP was June 18, 2019 for operation beginning June 18, 2019. Pursuant to section 37-92-308(4)(b), "If an applicant requests renewal of a plan that would extend the plan past five years from the initial date of approval, the applicant shall demonstrate to the water judge in the applicable water division that the delay in obtaining a decree has been justifiable and that not being able to continue operating under a substitute water supply plan until a decree is entered will cause undue hardship to the applicant." **This SWSP will not be approved for the 2025 irrigation season unless we receive evidence from the court that the Applicant has met this requirement.** Should an additional SWSP be requested, the provisions of section 37-92-308(4)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **January 1, 2025**.

2. The approval period for delivery credits for this SWSP is the 2024 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. The 2024 irrigation season is projected to end November 1, 2024.

3. Approval of this SWSP is for a change of water rights to the extent necessary for the Taos Valley Canal No. 3 water stored during the 2024 irrigation season to be utilized for future use in approved Annual Replacement Plans (ARPs), and to remedy 2024 Subdistrict ARP irrigation and non-irrigation season depletions during the 2024 calendar year as stated herein, and is in compliance with the pending court case to allow augmentation, exchange and storage by exchange in Platoro, Rio Grande, Continental, and Trujillo Meadows Reservoirs. Additional diversion structures and/or additional uses will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water stored on behalf of the SLVIWO which is the subject of this SWSP, cannot be sold or leased to any other entity without prior written approval of the Division Engineer.

4. The Applicant shall provide daily accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a monthly basis. The accounting must be emailed to the Division Engineer, Deborah.Sarason@state.co.us, Michelle.Lanzoni@state.co.us, David.Hofmann@state.co.us and the Water

Commissioners (Tom.Stewart@state.co.us, Aaron.Holman@state.co.us, Travis.Robinson@state.co.us, and Sam.Riggenbach@state.co.us), within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. Frequent, if not daily, contact with the water commissioner is required to ensure daily administration and to prevent injury to other parties.

5. Storage of the subject water in any structure other than Cove Lake Reservoir may only occur under the terms of a separate agreement with the reservoir owner. Prior to storing water in another structure, the Applicant must provide a copy of a storage agreement with the reservoir owner to the Division Engineer and Water Commissioner, and must coordinate storage in any other structures with the Division Engineer and Water Commissioner.

6. The Applicant will be charged at 7.5% delivery loss from the Taos Valley Canal No. 3 heading to the confluence of the Conejos and San Antonio Rivers. Transit loss is subject to assessment and modification as determined by the District 22 Water Commissioners or the Division Engineer.

7. When water from the Taos Valley Canal No. 3 water right is in priority and is available to be exchanged into storage into Platoro Reservoir, it shall be stored in respective reservoir accounts as: 58.4% SLVIWO; 16.3% Subdistrict No. 3; and 25.3% Subdistrict No. 6. When storage is not available in Platoro Reservoir, but water from the Taos Valley Canal No. 3 water right is available to be exchanged into storage into Rio Grande Reservoir, it shall be stored in respective reservoir accounts as: 2.7% Subdistrict No. 2; 32.4% Subdistrict No. 3; 48.6% Subdistrict No. 6; and 16.2% Trinchera. Each entity must provide a copy of any storage agreement(s) to the Division Engineer and Water Commissioners prior to storage of any water pursuant to this SWSP.

8. When the Taos Valley Canal No. 3 water right is in priority, and it is not entirely available for exchange into reservoir storage or used to pay daily depletions, water will be delivered from the Taos Valley No. 3 Canal heading to the Rio Grande Compact gages near La Sauses, minus delivery losses to the Pre-Payment Bank. Accordingly, 2.7% of the flow will be attributed to Subdistrict No. 2, 32.4% of the flow will be attributed to Subdistrict No. 3, 48.6% of the flow will be attributed to Subdistrict No. 6, and 16.2% will be attributed to Trinchera Subdistrict. If a Subdistrict chooses to cease delivery of this SWSP water, then the flow will be allocated to the remaining Subdistricts in proportion to the percentages set forth by the lease agreement.

9. Water exchanged for storage in Platoro Reservoir will be assessed a delivery loss of 7.5% to the confluence of the San Antonio and Conejos RIvers. The applicant will be charged a 7.5% delivery loss from the Taos Valley No. 3 heading to the Compact gages or a greater amount set by the Division Engineer if river conditions dictate. Transit loss is subject to assessment and modification as determined by the Division Engineer.

10. The Taos Valley Canal No. 3 replacement water will be delivered directly to the middle of Conejos Stream Reach 2 (RGDSS) and/or to Rio Grande Stream Reach 3 when these streams are connected. These credits may be used on the day the credits are

generated for replacement of daily injurious stream depletions in Rio Grande Stream Reach 3 and/or Conejos Stream Reach 2; and/or replacement of daily injurious stream depletions by exchange to other stream reaches defined in the RGDSS; and/or by exchange to a reservoir when all conditions are met.

11. Each Subdistrict may accrue water credits delivered to the Pre-Payment Bank only up to a limit that is reasonable as determined by the Division Engineer for use as a source of replacement of injurious depletions as projected through their respective 2024 ARPs. Use of these credits cannot cross Compact or ARP Years. They must be used to offset depletions during the Compact (calendar) Year in which they are generated, and credits generated in one ARP Year may only be used to offset depletions from the same ARP Year (ending April 30). Pre-Payment Bank credits accrued in Rio Grande Stream Reach 3 can be used for remedy of depletions owed to Rio Grande Stream Reach 3 during the irrigation season. During the non-irrigation season, the credits can be used to remedy depletions for other stream reaches defined in the RGDSS. The maximum amount that can be accrued to the Pre-Payment Bank is 3,842.3 acre-feet, (reflecting ±4,154 acre-feet at the Taos Valley Canal No. 3 headgate). The individual limits for Subdistrict No. 2 is 403.4 acre-feet, Subdistrict No. 3 is 682.3 acre-feet, Subdistrict No. 6 is 1,334.2 acre-feet and Trinchera Subdistrict 1,422.4 acre-feet. These limits do not include water that was exchanged into storage or water that was used to pay Subdistrict ARP daily depletions directly on days when Taos Valley No. 3 was in priority.

12. Each Subdistrict must notify the Water Commissioner when their desired total of water delivered to the Pre-Payment Bank is reached. Upon notification by one Subdistrict, additional available water delivered to the Pre-Payment Bank will accrue to the remaining Subdistricts until their desired total is reached. Once the lesser of the sum of these totals or 3,842.3 acre-feet has been delivered to the La Sauses gages, no additional water will accrue to the Pre-Payment Bank under this SWSP. Additionally, Water “stored” in the Pre-Payment Bank can only occur up to the amount reasonably necessary to cover future actual depletions from these subdistricts. At the end of the day on December 31, 2024, all water left in the Pre-Payment Bank will revert back to the native system and will not be available for any further use under this SWSP or for future depletion replacements.

13. In the situation when the Taos Valley Canal No. 3 water right is in priority, and it is available for exchange, and the limits stated in the prior Condition have not been reached, SLVIWO and the Subdistricts will notify the Water Commissioner whether water will be delivered to the Pre-Payment Bank or to a reservoir. The prior condition will be administered until notification is received, after which, the Water Commissioner will adjust deliveries accordingly.

14. If any term or condition of this SWSP conflicts with any of the terms and conditions of the Subdistrict ARPs, the terms and conditions of the ARPs shall control.

15. Prior to the operation of any exchange, the Applicant is required to notify the Water Commissioner(s) and obtain the Water Commissioner’s approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner’s approval

on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

16. Prior to the operation of any action allowed by this SWSP that moves water between the Conejos River system and the Rio Grande system, the Applicant is required to develop a Memorandum Of Understanding (MOU) between the Applicant, the Division of Water Resources, and the owner of the reservoir where the water will be stored. This MOU will outline the dates of the exchange or other action, the flow rates of the exchange or other action, and the loss rates for the exchange or other action. The MOU must be signed by all three parties prior to the operation of the action.

17. 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.

18. All deliveries for augmentation, exchange, or storage shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring and other devices as required by the Division Engineer for operation of this SWSP, which may include bypass structures.

19. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

20. 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 or to the Compact 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 permanent decree, all use of water under this SWSP must cease immediately.

21. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(4), C.R.S., shall be to the Division 3 Water Judge within thirty days of the date of this decision and shall be consolidated with the water court application pending in Case No. 15CW3030(A).

22. The State and Division Engineers have intervened in Case. No. 2015CW3030 and continue to evaluate the application in that case. Terms and conditions different from the conditions of approval for this SWSP may be necessary in any decree entered in Case No. 2015CW3030 in order to prevent injury to water rights or avoid interference

with Colorado's meeting its obligations under the Compact.

Should you have any questions, please contact Melissa van der Poel of this office or Craig Cotten, Division Engineer, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.
Assistant State Engineer

Exhibit: Lease Agreement

ec: Division 3 SWSP Review Team
Craig Cotten, Division Engineer
Div 3 SWSP review group
Tom Stewart, Aaron Holman and Travis Robinson, Sam Riggenbach
Water Commissioners, Water Districts 22, 24 & 20
Parties of Record, Case No. 15CW3030(A)

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 3rd day of April, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 1 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 1 for use under Subdistrict No. 1's 2024/2025 Annual Replacement Plan ("ARP").

F. Subdistrict No. 2 wishes to lease up to 500 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plan ("ARP").

G. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and

SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual Replacement Plan ("ARP").

H. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARP.

I. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARP.

J. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

K. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 1 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 2 with the right to use up to 500 acre-feet, Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 1's, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 1 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD1 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 500 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.4. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.5. Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 58.4% to the SLVIWO; 16.3% to Subdistrict 3; 25.3% to Subdistrict 6.

1.2.2. If it is not possible to exchange the water into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 26% to Subdistrict No. 1; 2% to Subdistrict No. 2; 24% to Subdistrict No. 3; 36% to Subdistrict No. 6; and 12% to Trinchera.

1.2.3. In the event that the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2025 (the "Term"); however, this Lease

Agreement will only apply to water produced under the 2015CW3030 Case during the 2024 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve

the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 1's use pursuant to paragraph 1.1.1, up to 500 acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,800 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1. For each acre-foot generated from the Taos Valley No. 3 water right in the 2024 Irrigation Season, 26% will be provided for use by Subdistrict No. 1 pursuant to paragraph 1.1.1, 2% will be provided for use by Subdistrict No. 2 pursuant to paragraph 1.1.2, 24% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.3, 37% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.4 and 12% will be provided for use by Trinchera pursuant to paragraph 1.1.5.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,800 acre-feet, to be provided to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,800 acre-feet which is not delivered to either Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2024/2025 ARP, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 1, Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,800 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 1's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid, and binding obligation of the Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 1 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 1. To the best of Subdistrict No. 1's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 1 that would prevent Subdistrict No. 1 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.7. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:

San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:

Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:

Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

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

5.5. 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. 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.

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

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 4/3/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 4/3/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

AGRO ENGINEERING

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

November 14, 2023

Kevin Rein, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2024 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Rein,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from April 1, 2024 to November 1, 2024. See SWSP ID 6093.

This SWSP requests approval for the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during the 2024 Irrigation Season to be used in future, approved Annual Replacement Plans by parties with whom SLVIWO contracts.

I. Case No. 2015CW3030, District Court, Water Division No. 3.

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water right and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394.

Of the 245 cfs decreed to the Taos Valley Canal No. 3, 230 cfs ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 cfs ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2023 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs including Platoro Reservoir, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes.

Cove Lake Reservoir is a reservoir constructed prior to 1929 and is therefore exempt from the restrictions set forth in Article VII of the Rio Grande Compact. At the time of the Compact, Cove Lake had a capacity of 9,710 acre-feet, which amount is claimed in the 2015CW3030 case to be transferrable to other reservoirs free from the aforementioned Compact restrictions.

Various parties timely filed statements of opposition in Case No. 2015CW3030. The matter remains before the referee. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO seeks to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application. Unopposed Motion to Bifurcate at ¶ 3. As of the date of this SWSP request, that Referee has not issued an order on that Motion. No trial date has been set.

II. Project Description.

Case No. W-3394 established a methodology for determining the amount the Taos Valley No. 3 water right is available in the San Antonio River for augmentation purposes. No additional quantification is necessary.

This request for renewal of the previous approval of a SWSP is being submitted pursuant to section 37-92-308(4), C.R.S. for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including augmentation, exchange, storage by substitution or exchange in Platoro Reservoir and the other reservoirs described in 15CW3030A. Subsequently, stored water will be released and delivered to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. This SWSP does not include the claimed exchange to the Martinez Ditch and the Recharge Project described in

bifurcated Case No. 15CW3030B. Storage in Platoro Reservoir will occur pursuant to the terms of a storage agreement between the SLVIWO and the Conejos Water Conservancy District. Storage in any other reservoir, other than in Cove Lake Reservoir will only occur under the terms of a separate agreement with the owner of such reservoir.

III. Change of Water Right.

This SWSP will approve the use of the water right subject of case in 2015CW3030A identified in part II. above for the purpose of storing water available under the Taos Valley No. 3 water right by substitution and exchange in the aforementioned reservoirs during the 2024 Irrigation Season for future use in approved Annual Replacement Plans. This SWSP will also approve the use of Taos Valley No.3 water delivered, above what is stored, for the use by Subdistrict 1, Subdistrict 2, Subdistrict 3, Subdistrict 5, Subdistrict 6 and the Trinchera Subdistrict for augmentation use for the replacement of depletions. When the San Antonio River is in connection with the Conejos River depletions will be replaced on reach 2 of the Conejos and when exchange to reach 1 of the Conejos is possible as determined by the Division of Water Resources replacement of depletions on reach 1 of the Conejos. When the amount of water in priority exceeds storage potential for both the Conejos and Rio Grande Rivers and daily depletions on the Conejos River and when the Conejos River is in connection with reach 3 of the Rio Grande River water will be delivered to reach 3 of the Rio Grande River for replacement of depletions. When exchange to reaches 1 and/or 2 of the Rio Grande River is possible as determined by the Division of Water Resources water may be exchanged for replacement of depletions on these reaches.

IV. Operation of Plan.

SLVIWO will place the portion of the water right to beneficial use as claimed in the Application for Recharge Project and Rights of Substitution and Exchange, Case No. 2015CW3030. Any portion of said water available for substitution, exchange, and subsequent storage shall be stored pursuant to any agreement between SLVIWO and the reservoir owners.

SLVIWO understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to stream delivery losses, evaporation or other factors.

Future use of this stored water for replacement of well depletions will be pursuant to the terms of one or more annual replacement plans approved by the Engineers in 2021/2022 or future years.

Water not stored will be available to Subdistricts listed above for replacement of depletions, if they have submitted with their Annual Replacement Plans a current contract with SLVIWO for such use.

SLVIWO hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(4), C.R.S.

SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

Exhibit A

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 30, 2023 true and correct copies of the foregoing, Substitute Water Supply Plan Request , were duly served via CCE in Division 3, Case No. 15CW3030 upon the following:

Alpha Hay Farms Llc	Opposer	Alan E Curtis (White & Jankowski, LLP) David C Taussig (White & Jankowski, LLP)
City of Alamosa	Opposer	Erich Schwiesow (Erich Schwiesow PC)
Colorado Division of Park And Wildlife	Opposer	Elizabeth M Joyce (CO Attorney General)
Colorado Division of Parks And Wildlife	Opposer	Elizabeth M Joyce (CO Attorney General)
Conejos Water Conservancy District	Opposer	Richard John Mehren (Moses, Wittemyer, Harrison and Woodruff, P.C.)
Division 3 Engineer	Division Engineer	Division 3 Water Engineer (State of Colorado DWR Division 3)
Rio Grande Water Conservation District	Opposer	Peter J Ampe (Hill and Robbins PC)
Rio Grande Water Users Association	Opposer	Mason Hamill Brown (Carlson, Hammond & Paddock, L.L.C.) William Arthur Paddock (Carlson, Hammond & Paddock, L.L.C.)
San Luis Valley Irrigation District	Opposer	Tod Jay Smith (The Law Office of Tod J Smith)
San Luis Valley Irrigation Well Owners	Applicant	Bradley Charles Grasmick (Lawrence Jones Custer Grasmick LLP) P Andrew Jones (Lawrence Jones Custer Grasmick LLP)
State Engineer	State Engineer	Colorado Division Of Water Resources (State of Colorado - Division of Water Resources)

Trinchera Groundwater Management Subdist	Opposer	John Joseph Cyran (Confluence Water Law LLC)

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"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

December 18, 2024

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2025 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Ullmann,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from March 1, 2025 to November 1, 2025. See SWSP ID 6093.

This SWSP requests approval for the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during 2025 to be used in future, approved Annual Replacement Plans by parties with whom SLVIWO contracts. This request has been sent to the notification list on December 18, 2024.

I. Case No. 2015CW3030, District Court, Water Division No. 3.

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water right and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394.

Of the 245 cfs decreed to the Taos Valley Canal No. 3, 230 cfs ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 cfs ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2023 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs including Platoro Reservoir, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes.

Cove Lake Reservoir is a reservoir constructed prior to 1929 and is therefore exempt from the restrictions set forth in Article VII of the Rio Grande Compact. At the time of the Compact, Cove Lake had a capacity of 9,710 acre-feet, which amount is claimed in the 2015CW3030 case to be transferrable to other reservoirs free from the aforementioned Compact restrictions.

Various parties timely filed statements of opposition in Case No. 2015CW3030. The matter remains before the referee. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO seeks to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application. Unopposed Motion to Bifurcate at ¶ 3. As of the date of this SWSP request, that Referee has not issued an order on that Motion. No trial date has been set.

II. Project Description.

Case No. W-3394 established a methodology for determining the amount the Taos Valley No. 3 water right is available in the San Antonio River for augmentation purposes. No additional quantification is necessary.

This request for renewal of the previous approval of a SWSP is being submitted pursuant to section 37-92-308(4), C.R.S. for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including augmentation, exchange, storage by substitution or exchange in Platoro Reservoir and the other reservoirs described in 15CW3030A. Subsequently, stored water will be released and delivered to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. This SWSP does not include the claimed exchange to the Martinez Ditch and the Recharge Project described in

bifurcated Case No. 15CW3030B. Storage in Platoro Reservoir will occur pursuant to the terms of a storage agreement between the SLVIWO and the Conejos Water Conservancy District. Storage in any other reservoir, other than in Cove Lake Reservoir will only occur under the terms of a separate agreement with the owner of such reservoir.

In 2015CW3024 the State of Colorado stipulated that Rule 14 establishing the presumptive irrigation season does not apply to this water right as it is not an irrigation right. As such the San Luis Valley irrigation Well Owners intend to call their water right in March as was historically done prior to the change of the water right. Total diversion in March shall be limited to the volume of water available in priority during the month not to exceed the historical average (1952-1973) of 126 acre-ft.

III. Change of Water Right.

This SWSP will approve the use of the water right subject of case in 2015CW3030A identified in part II. above for the purpose of storing water available under the Taos Valley No. 3 water right by substitution and exchange in the aforementioned reservoirs during the 2025 Irrigation Season for future use in approved Annual Replacement Plans. This SWSP will also approve the use of Taos Valley No.3 water delivered, above what is stored, for the use by Subdistrict 2, Subdistrict 3, Subdistrict 6 and the Trinchera Subdistrict for augmentation use for the replacement of depletions. When the San Antonio River is in connection with the Conejos River depletions will be replaced on reach 2 of the Conejos and when exchange to reach 1 of the Conejos is possible as determined by the Division of Water Resources replacement of depletions on reach 1 of the Conejos. When the amount of water in priority exceeds storage potential for both the Conejos and Rio Grande Rivers and daily depletions on the Conejos River and when the Conejos River is in connection with reach 3 of the Rio Grande River water will be delivered to reach 3 of the Rio Grande River for replacement of depletions. When exchange to reaches 1 and/or 2 of the Rio Grande River is possible as determined by the Division of Water Resources water may be exchanged for replacement of depletions on these reaches.

IV. Operation of Plan.

SLVIWO will place the portion of the water right to beneficial use as claimed in the Application for Recharge Project and Rights of Substitution and Exchange, Case No. 2015CW3030. Any portion of said water available for substitution, exchange, and subsequent storage shall be stored pursuant to any agreement between SLVIWO and the reservoir owners.

SLVIWO understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to stream delivery losses, evaporation or other factors.

Future use of this stored water for replacement of well depletions will be pursuant to the terms of one or more annual replacement plans approved by the Engineers in 2025/2026 or future years.

Water not stored will be available to Subdistricts listed above for replacement of depletions, if they have submitted with their Annual Replacement Plans a current contract with SLVIWO for such use.

SLVIWO hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(4), C.R.S.



_____
SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

AGRO ENGINEERING

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

December 9, 2025

Jason Ullmann, P.E.
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2026 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Uhlmann,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from March 1, 2026 to September 30, 2026. See SWSP ID 6093.

This SWSP requests approval of the following

1. The SLVIWO request the use of augmentation water derived from the Taos Valley Canal No.3 ("TVC3") for the replacement of depletions on all reaches of the Rio Grande and Conejos by Subdistricts 1, 2, 3, 5, 6, and Trinchera Subdistrict or storage of said water for future replacement of depletions. Storage and/or replacement will be made to the extent that these entities have contracted with the SLVIWO and water is available to the water right. The maximum volumetric limitation of these uses will be the historical average diversion of the water right 8,825 acre-ft.
    a. To be consistent with W3394 the 1952 to 1973 period should be used as presented below. Overall annual diversion limitation shall be 8,825 acre-ft. Furthermore, the TVC3 water right will only be called for water to the extent that there is an end use, such as exchange or substitution into storage or replacement of depletions. Current contracts with the subdistricts reflect this limitation. The daily call will also be limited based on capacity of the river system to deliver water to the end use whether it be downstream delivery to an exchange or substitution point, upstream exchange or substitution, and in the case of exchanging or substitution into reservoir storage, available reservoir storage and inflows.

       The Taos Valley Canal No. 3 historically diverted outside the drainages of the Rio San Antonio and Conejos River and was constituted 100% depletions to the flow

of the streams, and the return flows were not available to the State of Colorado in determining deliveries under the Rio Grande Compact. In W3394 the court found referring to the Taos Valley Canals No. 1, No. 2 and No. 3, "The water rights above have been historically diverted outside the drainages of the San Antonio River and the Conejos River and have constituted 100 percent depletions to the flow of said streams, and the return flows have not available to the State of Colorado in determining deliveries under the Rio Grande Compact." and "Taos Valley Canal No. 1 and Taos Valley Canal No. 2 appear to have been abandoned. Water has historically been diverted through the headgate of the Taos Valley Canal No. 3 in the following average amounts: 1952-1967 9,802 acre feet 1968-1973 6,772 acre-ft. Prior to 1968, the diversions from the San Antonio and Conejos Rivers were not curtailed to meet delivery requirements of the Rio Grande Compact." Therefore, for the purposes of determining limitations inclusion of the pre compact administration period is appropriate and will prevent the expansion of use of the TVC3 water right.

a.

Year	Nov (af)	Dec (af)	Jan (af)	Feb (af)	Mar (af)	Apr (af)	May (af)	Jun (af)	Jul (af)	Aug (af)	Sep (af)	Oct (af)	Total (af)
1952					0	8866	7478	2975	1061	99	0		20480
1953					87	2499	2682	722	0	0	0		5990
1954					0	4699	3227	248	0	0	0		8174
1955					0	75	3620	1795	0	0	0		5490
1956					0	2832	4903	159	0	0	0		7894
1957					0	1244	7912	9253	2112	426	0		20948
1958					109	702	5316	476	0	0	0		6603
1959					0	210	1507	0	0	0	0		1718
1960					169	3787	3420	694	0	0	0		8069
1961					397	5139	3783	206	0	0	0		9525
1962					143	8057	12127	1418	0	0	0		21745
1963					603	3275	0	0	0	0	0		3878
1964					89	149	5476	145	0	0	0		5859
1965					0	3275	6930	2348	637	153	0		13343
1966					694	2884	4459	569	0	0	0		8606
1967					119	974	2828	982	48	458	119		5528
1968					0	0	6474	2495	0	0	0		8969
1969					0	1087	7242	1230	0	0	0		9558
1970					0	188	7387	0	0	0	0		7575
1971					357	4280	56	0	0	0	0		4693
1972					0	1650	0	0	0	0	0		1650
1973					0	238	7097	516	0	0	0		7851
AVG					126	2551	4724	1192	175	52	5		8825
MAX					694	8866	12127	9253	2112	458	119		21745

2. The SLVIWO request the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during the 2026 Irrigation Season to be used in future and to exchange to replace depletions on all reaches of the Rio Grande and Conejos Rivers, in approved Annual Replacement Plans by parties with whom SLVIWO contracts. Requested locations for storage are Platoro Reservoir on the Conejos River and Rio Grande Reservoir on the Rio Grande. Exchanges from location on the Conejos River will be the Los Sauces Gage, with exchange to locations of Conejos Reach 1, Conejos Reach 2, and Platoro Reservoir. Exchange from location on the Rio Grande will be the Confluence of the Conejos and Rio Grande, with exchange to points of Rio Grande Reach 1, Rio Grande Reach 2, and Rio Grande Reservoir. Rio Grande Reach 3 is delivered to directly at the confluence of the Conejos and Rio Grande.

3. The SLVIWO request to be allowed to divert under their decree if there is sufficient flow to bring them into priority in the months of March through September. Total diversion in March shall be limited to the volume of water available in priority during the month not to exceed the historical average (1952-1973) of 126 acre-ft. To match the historical time period of deliveries the water right will be limited to the months of March through September.
    a. In 15CW3024 stipulation between the SLVIWO and the State and Division Engineers, the following stipulation was made: "The SLVIWO owns the Taos Valley Canal No. 3 water right which was originally decreed in the general adjudication on the Conejos and San Antonio rivers on October 3, 1890 and changed for augmentation in Case No. W-3394. The SLVIWO presently have an application pending in Case No. 15CW3030 to utilize the Taos Valley Canal No. 3 water right in certain recharge projects, substitutions, and exchanges to facilitate its use for augmentation. The parties agree that Rule 14 does not apply to the Taos Valley Canal No. 3 water right, because it is not an" irrigation water right" as that term is used in section 37- 92- 501(4)(b)(H), C.R.S. The parties also agree that the Division Engineer will administer the Taos Valley Canal No. 3 water right consistent with its decrees and any future decrees, which administration will include preventing expansion of the Taos Valley Canal No. 3 water right."

4. The SLVIWO request to move the historical storage volume from Cove Lake to Platoro Reservoir to allow for storage when Article VII restrictions of the Rio Grande Compact are in place. The limitation for storage shall be 10,683 acre-ft.
    a. Article VII states, "Neither Colorado nor New Mexico shall increase the amount of water in storage in reservoirs constructed after 1929 whenever there is less than 400,000 acre feet of usable water in project storage; provided, that if the actual releases of usable water from the beginning of the calendar year following the effective date of this Compact, or from the beginning of the calendar year following actual spill, have aggregated more than an average of 790,000 acre feet per annum, the time at which such minimum stage is reached shall be adjusted to

compensate for the difference between the total actual release and releases at such average rate; provided, further, that Colorado, or New Mexico, or both, may relinquish accrued credits at any time, and Texas may accept such relinquished water, and in such event the state, or states, so relinquishing shall be entitled to store water in the amount of the water so relinquished." Cove Lake was constructed prior to 1929 as evidenced in the general adjudication of the Conejos and San Antonio Rivers on 10/03/1890 decree for the TVC3 states the existence of Cove Lake as a reservoir as follows," That Ditch Number one hundred and ten (110) named the Taos Valley Canal No3. The Taos Valley Company, claimant in this matter, having been found in manner aforesaid, to be a ditch used for the irrigation of lands and also a ditch to supply certain reservoirs belonging to said claimant herein named respectively, Cove Lake Reservoir". Also in the Map and Filing Statement for the Taos Valley Irrigating Canal and Reservoir System regarding Cove Lake requests "Eighth: That the amount of water claimed to be appropriated by the said Company for storage in said reservoir is 100 cubic feet per second of the water of the Conejos River and 100 cubic feet per second of the waters of the San Antonio River. Ninth: The date of appropriation of the said quantity of water drawn from the San Antonio River is the 25th day of Aug. 1888". As such it is exempt from Article VII limitations.

b. The Map and filing statement of Cove Lake Reservoir lists the capacity at 10,683 acre-ft.

STATEMENT

Know all men by these presents: That the undersigned- The Toltec Canal Company- claimant, whose postoffice address is- Antonito. Colorado.- has caused to be located The First Enlargement of Cove Lake Reservoir as hereinafter mentioned, have made these several statements relative thereto, and filed in compliance with the laws of the State of Colorado. The accompanying map. which shows the location of the reservoir. forms a part of this filing and is hereby made a part thereof.

First. Proposed height of dam 46 feet, above bottom of outlet tube.

Second. The estimated depth of 27 feet, from the bottom of the outlet tube, gives an area of 300 acres, and a capacity of 150.000.000. cu. ft. <being the survey and estimate made by. R.R. Salter. Engineer in charge, as shown by the map of The Taos Valley Co. filed in the office of the State Engineer on the 21st. day of December A.D. 1889.>

The area at the high water line, 41 feet above the bottom of the outlet tube is 960.12 acres. and the capacity. 10.683 acre feet, giving an area for the Enlargement of 660.12. acres. for said Enlargement capacity 7.239 acre feet. for which claim is hereby made for irrigation and domestic purposes.

Fourth. The source of supply of said reservoir is from the San Antonio River, through the Taos Valley Canal No. 3.

Fifth. The Estimated cost of Enlargement $10.500.00

Sixth - Work was commenced by Survey on the 3d day of August. A.D. 1905.

SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

2026 Leased Shares of Santa Maria Reservoir Company Shareholders				
Shareholders	Canal Company	No. of Shares	Ac_Ft Leased Per Share	Total Ac_Ft. Leased
Archer, Rodney & Jeanne	Monte Vista Canal	10	1.55	15.5
Beckner, Terry and Connie	Monte Vista Canal	20	1.55	31
Brady, Anne and Kirk, Michael	Monte Vista Canal	10	1.55	15.5
Brady, Steve for L&P Corp	Monte Vista Canal	10	1.55	15.5
Brady, Steve for Schaefer Ranch	Monte Vista Canal	10	1.55	15.5
Brady, Trenna and Steven, John	Monte Vista Canal	10	1.55	15.5
Calkin Marvin Lee & Joan H	Monte Vista Canal	10	1.55	15.5
Christensen, Bryan and Virginia	Monte Vista Canal	10	1.55	15.5
Colo Kist Farms LLC	Monte Vista Canal	5	1.55	7.75
Cooper, Michael and David	Monte Vista Canal	5	1.55	7.75
Corzine, Thomas O.	Monte Vista Canal	10	1.55	15.5
Deacon, Mark Q.	Monte Vista Canal	10	1.55	15.5
DeClerck Farms, Inc.	Monte Vista Canal	55	1.55	85.25
Esperanza Farms, LLC	Monte Vista Canal	85	1.55	131.75
Faucette, David	Monte Vista Canal	30	1.55	46.5
Faucette, Tyler and Rochelle	Monte Vista Canal	25	1.55	38.75
Haedge, Heath & Dana	Monte Vista Canal	10	1.55	15.5
Johnson, Shirley	Monte Vista Canal	20	1.55	31
Johnson, Stanton	Monte Vista Canal	5	1.55	7.75
Middlemist, Robert & Krista	Monte Vista Canal	10	1.55	15.5
Miller, William and Esther	Monte Vista Canal	10	1.55	15.5
R & J Ag Ventures, LLC	Monte Vista Canal	15	1.55	23.25
Schaefer, Michael Jay & Rhonda K.	Monte Vista Canal	10	1.55	15.5
Schmidt, Louis	Monte Vista Canal	10	1.55	15.5
Tratos-Hilt, Michele S.	Monte Vista Canal	5	1.55	7.75
Willhelm Christopher	Monte Vista Canal	10	1.55	15.5
		420	**Total Water Leased:**	651.0
	Total Water Available After Recharge Obligations:			488.3

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2022 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2024.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2022. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

2.2 Upon the Subdistrict's payment as specified in paragraph 1.3, Lessor will change control of the Stored Water over to the Subdistrict.

3. Subdistrict's Representations. This Agreement has been duly authorized and executed by the Subdistrict, is the legal, valid, and binding obligation of the Subdistrict, and is enforceable against the Subdistrict according to its terms. No other consent is required for the execution, delivery or performance of this contract by the Subdistrict. To the best of the Subdistrict's knowledge, there is no pending or threatened litigation or administrative proceeding against the Subdistrict 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 Lessor:
c/o President
P.O. Box 109
Monte Vista, CO 81144
e-mail: reinkvc@gojade.org
and lyla@notes-numbers.com
phone: 719-852-5638

To Subdistricts:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@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 Lessor's default in the performance of this Agreement, the Subdistrict's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by the Subdistrict prior to the date of the default, and to retain any water not paid for by the Subdistrict.

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 Lessor or the Subdistrict to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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 Lessor 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.

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

6.7. Litigation. If the Lessor and/or the Subdistrict 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 Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 2/20/2023
Date

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Ange Bell 2/14/23
Angelo Bellah, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2023 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2025.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2023. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Storage Agreement. The compensation to be paid by Subdistrict to Lessor to store the Leased Water and deliver the Leased Water to the Delivery Point shall be as follows:

2.1. Subdistrict shall pay an annual administrative fee of [redacted] per acre-foot for each acre-foot of Leased Water stored in Terrace Reservoir. In calculating this fee, the amount stored shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this annual fee. Lessor shall invoice Subdistrict no later than December 15th for the annual fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

2.2. In the event of a spill at Terrace Reservoir during the 2024 Irrigation Season, Lessor will notify Subdistrict of the total amount of water that was spilled out of the Terrace shareholders pool in Terrace Reservoir to allow the Subdistrict water to remain in storage. Subdistrict shall pay an administrative fee of [redacted] per acre-foot for each acre-foot of Subdistrict water that was not spilled. In calculating this fee, the amount shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this additional fee. Lessor shall invoice the Subdistrict no later than December 15th for this additional administrative fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

3. Lessor's Obligations and Representations.

3.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

3.2. Upon the Subdistrict's payment as specified in paragraph 1.3, Lessor will change control of the Stored Water over to the Subdistrict.

3.3. Lessor shall be solely responsible for all operation, maintenance and related costs associated with Terrace Reservoir, and shall maintain full control of its daily operations. Lessor shall have the final decision on when Leased Water can or will be delivered, provided however, that the Lessor shall make reasonable efforts to deliver the Leased Water at times requested by the Subdistrict during the normal irrigation season of each year, subject to coordination with the Division Engineer's Office. Parties agree that the most preferable time for delivery of the Leased Water is between April 1 and October 31. Parties agree to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties. Any of the Leased Water not released by October 31, 2024, may be carried over into the following year(s), however 12 % of the water carried over to a subsequent year will be transferred to Lessor's ownership and control and the Subdistrict will have no further rights or obligations concerning the forfeited water. The Leased Water shall be heavy water and will not be spilled from Terrace Reservoir in the event of a spill. The Subdistrict shall be responsible for carriage or transit losses associated with delivery of its Leased Water below the Delivery Point.

4. Subdistrict's Representations. This Agreement has been duly authorized and executed by

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

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 Lessor:
c/o Kent Reinhardt, President
P.O. Box 109
Monte Vista, CO 81144
e-mail: reinkvc@gojade.org
and lyla@notes-numbers.com
phone: 719-852-5638

To Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

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

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 Lessor or the Subdistrict to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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 Lessor 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.

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

6.7. Litigation. If the Lessor and/or the Subdistrict 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 Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 3/23/2024
Date

Name: Kent Reinhardt

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah 3/25/24
Angelo Bellah, Program Manager **Date**

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
1660 LINCOLN STREET, SUITE 2720
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

April 5, 2024

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

VIA DWR PORTAL

Re: **Request for a Renewal of a Substitute Water Supply Plan for the 2024/2025 water year for the purpose of changing the purpose of use of a water right for Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise.**

Dear Mr. Rein,

Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2024 to April 30, 2025. The filing fee will be paid through the DWR portal.

A previous SWSP from this source was approved. SWSP ID 6209.

A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This SWSP does not represent all sources of water Subdistrict No. 6 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 6 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 6 to assure the 2024/2025 Annual Replacement Plans conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's Annual Replacement Plans, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. 23.85 Acre-Feet of Water Stored in Terrace Reservoir, Water Division No. 3.

The Terrace Irrigation Company is the owner of a decreed plan for augmentation which includes a portion of the water right as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water was produced under the plan for augmentation and stored in Terrace Reservoir in 2023. The Terrace Irrigation Company is leasing 23.85 acre-feet of said water stored in Terrace Reservoir to Subdistrict No. 6. See Exhibit B.

II. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of approving the change of the water rights listed above to include augmentation, replacement, remedy, including by substitution and exchange, for use as part of Subdistrict No. 6's Annual Replacement Plans. The water will be released from Terrace Reservoir at the direction of the Division Engineer to remedy injurious depletions to the Alamosa River, as described in the Plan of Water Management and Annual Replacement Plans.

III. Change of Water Right.

The water right to be changed is 23.85 acre-feet of water stored by the Terrace Reservoir Company in Terrace Reservoir. Evidence of Subdistrict No. 6's right to use such water is attached as Exhibit B.

IV. Operation of Plan.

Subdistrict No. 6 will release this water from Terrace Reservoir under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within the Subdistrict No. 6 Annual Replacement Plan or otherwise to comply with the requirements of that Plan.

Subdistrict No. 6 understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. Subdistrict further understands that, to the extent these 23.85 acre-feet are not released from storage or otherwise consumed, such amounts may be carried over and used in subsequent Annual Replacement Plans without the need for a subsequent Substitute Water Supply Plan.

Subdistrict No. 6 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter Ampe
Subdistrict No. 6
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for the 2024/2025 water years for the purpose of changing purpose of use of water rights for Special Improvement District No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (April 5, 2024) this 5th day of April 2024.

s/ *Peter Ampe*
Peter Ampe

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2023 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2025.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2023. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Storage Agreement. The compensation to be paid by Subdistrict to Lessor to store the Leased Water and deliver the Leased Water to the Delivery Point shall be as follows:

2.1. Subdistrict shall pay an annual administrative fee of [redacted] per acre-foot for each acre-foot of Leased Water stored in Terrace Reservoir. In calculating this fee, the amount stored shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this annual fee. Lessor shall invoice Subdistrict no later than December 15th for the annual fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

2.2. In the event of a spill at Terrace Reservoir during the 2024 Irrigation Season, Lessor will notify Subdistrict of the total amount of water that was spilled out of the Terrace shareholders pool in Terrace Reservoir to allow the Subdistrict water to remain in storage. Subdistrict shall pay an administrative fee of [redacted] per acre-foot for each acre-foot of Subdistrict water that was not spilled. In calculating this fee, the amount shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this additional fee. Lessor shall invoice the Subdistrict no later than December 15th for this additional administrative fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

3. Lessor's Obligations and Representations.

3.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

3.2. Upon the Subdistrict's payment as specified in paragraph 1.3, Lessor will change control of the Stored Water over to the Subdistrict.

3.3. Lessor shall be solely responsible for all operation, maintenance and related costs associated with Terrace Reservoir, and shall maintain full control of its daily operations. Lessor shall have the final decision on when Leased Water can or will be delivered, provided however, that the Lessor shall make reasonable efforts to deliver the Leased Water at times requested by the Subdistrict during the normal irrigation season of each year, subject to coordination with the Division Engineer's Office. Parties agree that the most preferable time for delivery of the Leased Water is between April 1 and October 31. Parties agree to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties. Any of the Leased Water not released by October 31, 2024, may be carried over into the following year(s), however 12 % of the water carried over to a subsequent year will be transferred to Lessor's ownership and control and the Subdistrict will have no further rights or obligations concerning the forfeited water. The Leased Water shall be heavy water and will not be spilled from Terrace Reservoir in the event of a spill. The Subdistrict shall be responsible for carriage or transit losses associated with delivery of its Leased Water below the Delivery Point.

4. Subdistrict's Representations. This Agreement has been duly authorized and executed by

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

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 Lessor:
c/o Kent Reinhardt, President
P.O. Box 109
Monte Vista, CO 81144
e-mail: reinkvc@gojade.org
and lyla@notes-numbers.com
phone: 719-852-5638

To Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

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

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 Lessor or the Subdistrict to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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 Lessor 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.

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

6.7. Litigation. If the Lessor and/or the Subdistrict 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 Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 3/23/2024
Date

Name: Kent Reinhardt

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah 3/25/24
Angelo Bellah, Program Manager **Date**

United States Department of the Interior

FISH AND WILDLIFE SERVICE
134 Union Blvd
Lakewood, Colorado 80228

In Reply Refer to:
FWS/IR05/IR07

April 10, 2023

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased CPW Tabor Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Ms. Pacheco,

The U.S. Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife (CPW) have negotiated terms and conditions to lease a portion of CPW's annual yield (197 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement) to the USFWS. CPW has stored this water in Rio Grande Reservoir as a beneficial use as decreed in Case No. 3549.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed so long as the Subdistrict provides another source of replacement in an amount sufficient to remedy all injurious depletions calculated to occur as a result of the withdrawal of groundwater by USFWS wells included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This lease between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 197 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Please contact Sharon Vaughn (sharon_vaugh@fws.gov) or Chris Shaffer (christopher_shaffer@fws.gov) with any questions and to administer the transfer of water to the appropriate Subdistrict account.

Best Regards,

Sharon Vaughn
Project leader
San Luis Valley National Wildlife Refuge Complex

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mountain-Prairie Region
San Luis Valley National Wildlife Refuge Complex
Alamosa, CO 81101

IN REPLY REFER TO:
FWS/R6/

April 5, 2024

Angelo Bellah
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Vintage Tabor Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Mr. Bellah,

The U.S. Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife (CPW) have entered into an agreement that authorizes the USFWS to use 248 acre-feet of vintage Tabor Ditch transmountain water (Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement). Vintage Tabor water has been used to maintain conservation pools, a beneficial use decreed in Case No. 3549.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed. In the latter instance, the Subdistrict must provide another source of replacement water in an amount sufficient to remedy all injurious depletions resulting from the withdrawal of groundwater by USFWS wells that are included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This agreement between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 248 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Please contact John Hughes (john_hughes@fws.gov) or Chris Shaffer (christopher_shaffer@fws.gov) with any questions and to administer the transfer of water to the appropriate Subdistrict account.

Best Regards,

John Hughes
Acting Project Leader
San Luis Valley National Wildlife Refuge Complex

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mountain-Prairie Region

IN REPLY REFER TO:
FWS/R6

San Luis Valley National Wildlife Refuge Complex
Alamosa, Baca and Monte Vista NWRs
9383 El Rancho Lane
Alamosa CO 811101

April 14, 2022

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased CPW Tabor Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Ms. Pacheco,

The U.S. Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife (CPW) have negotiated terms and conditions to lease a portion of CPW's annual yield (250 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement) to the USFWS. CPW has stored this water in Rio Grande Reservoir as a beneficial use as decreed in Case No. 3549.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed so long as the Subdistrict provides another source of replacement in an amount sufficient to remedy all injurious depletions calculated to occur as a result of the withdrawal of groundwater by USFWS wells included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This lease between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 250 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Please contact Sharon Vaughn (sharon_vaugh@fws.gov) or Chris Shaffer (christopher_shaffer@fws.gov) with any questions and to administer the transfer of water to the appropriate Subdistrict account.

Sincerely,

Sharon Vaughn
Project leader
San Luis Valley National Wildlife Refuge Complex

COLORADO
Parks and Wildlife
Department of Natural Resources

Southwest Region
415 Turner Drive
Durango, CO 81303
P 970.317.9507 | F 970.375.6705

April 14, 2023

Angelo Bellah
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

Re: CPW Lease of Tabor Ditch Transmountain Water to USFWS for Augmentation Use for Subdistrict 6

Dear Mr. Bellah,

The purpose of this letter is to notify your office that CPW will lease vintage Tabor Ditch transmountain water rights (Tabor Ditch No.2 and Tabor Ditch No.2 Enlargement) to the U.S. Fish and Wildlife Service (USFWS) for augmentation purposes. The Tabor Ditch transmountain water rights are 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) and subsequently changed through a decree entered on December 29, 1979, in Case No. W-3549 in the District Court for Hinsdale County. The Tabor Ditch transmountain water rights originate in Water Division 4 and are used in Water Division 3.

Vintage Tabor Ditch transmountain water rights are first stored in Rio Grande Reservoir and applied to a beneficial use decreed in Case No. W-3549. The Tabor water offered in this lease agreement is a successive use, as set forth in C.R.S. §37-82-106.

CPW will lease 197 acre-feet of Tabor Ditch transmountain water rights to the USFWS for the period beginning May 1, 2023 and ending April 30, 2024. It is CPW's understanding that the USFWS will relinquish this same amount to Subdistrict 6 as replacement water to remedy all injurious depletions caused by USFWS groundwater withdrawals during the 2023 Annual Replacement Plan pursuant to the Plan for Water Management of Subdistrict No.6.

Subdistrict 6 will assume operational control of and responsibility of storage of the specified quantity of Tabor Ditch transmountain water during the lease term. This lease will not be considered a transfer of sale of a right in the underlying decree.

Heather Dugan, Acting Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Carrie Besnette Hauser, Chair • Dallas May, Vice-Chair • Marie Haskett, Secretary • Taishya Adams
Karen Bailey • Betsy Blecha • Gabriel Otero • Duke Phillips, IV • Richard Reading • James Jay Tutchton • Eden Vardy

Please contact Ryan Unterreiner (970) 317-9507 (ryan.unterreiner@state.co.us) and Tony Aloia (719) 850-6371 (tony.aloia@state.co.us) to administer the transfer of 197 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Best Regards,



Ryan Unterreiner
SW Region Water Specialist

Cc: Rick Basagoitia (CPW Area 17 Wildlife Manager), Tony Aloia (CPW Area 17 Water Technician), Chris Shaffer (USFWS Hydrologist), Craig Cotton (Division 3 Engineer), Deborah Sarason (Subdistrict Coordinator), David Hofmann (Assistant Subdistrict Coordinator), Sam Riggenbach (District 20 Water Commissioner), Amber Pacheco (RGWCD Deputy General Manager)

COLORADO
Division of Water Resources
Department of Natural Resources

November 9, 2022

Mr. Peter J. Ampe, Esq.
Hill & Robbins, P.C.
1660 Lincoln Street, Suite 2720
Denver, CO 802647

Re: Subdistrict 6 Tabor Ditch Substitute Water Supply Plan
Section 15, Twp 40N, Rng 4W, NMPM
Water Division 3, Water District 20
SWSP ID 7265

Approval Period: November 9, 2022 to April 30, 2023
Contact phone number for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated April 8, 2021 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Rio Grande Water Conservation District Special Improvement District No. 6 ("Subdistrict 6" or "Applicant") pursuant to § 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on April 8, 2021. No comments were received during the statutory 35-day comment period. The required $300 filing fee has been received and given receipt no. 10011079.

An application for approval of a change of water right or a plan for augmentation has not been filed with the water court and the depletions associated with the proposed water uses will not exceed five years, therefore this request has been submitted pursuant to §37-92-308(5), C.R.S. In accordance with §37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first year of approval for this SWSP.**

SUBDISTRICT OPERATION

Subdistrict No. 6 was established by order of the court in Case No. 2018CV30014. Members of Subdistrict No. 6 are landowners within the Rio Grande Water Conservation District (''RGWCD") who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices within the area defined by the Rio Grande Decision Support System Groundwater Model and the Rules Governing the Withdrawal of Groundwater in Water Division No. 3, District Court, Water Division No. 3, Case No. 15CW3024, as the Alamosa La Jara Response Area. The principal goals of Subdistrict No. 6 are to protect senior surface water rights, to support a Sustainable Water Supply in the Confined Aquifer underlying Subdistrict No. 6's boundaries, and to

avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to meet the requirements of the Plan of Water Management ("Plan") as approved by the State Engineer in Case No. 2019CW3011. The overall objective of the Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within Subdistrict No. 6; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of the Plan, Subdistrict No. 6 must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions Subdistrict No. 6 will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's ARP.

This SWSP is being requested for the purpose of changing the water rights listed below, to the extent necessary, to include augmentation, replacement, remedy, including by substitution or exchange, for use as part of Subdistrict 6's ARP. The water stored will be used under this SWSP by making reservoir releases at the time required by the ARP and/or the direction of the State and Division Engineers.

A deficiency letter was sent to the Applicant November 2, 2021 requesting records of the history of tracking of Tabor Transmountain Ditch water to confirm amounts and locations in storage. Colorado Parks and Wildlife ("CPW") provided the requested documentation through email May 23, 2022. CPW's records have been reviewed in conjunction with the WD20 Water Commissioner's accounting to confirm sufficient water is available for the various entities identifying this water as a replacement source in their respective plans.

SWSP OPERATION

The water right made available to the Applicant and requested to be changed by this SWSP are as follows:

1. **352 Acre-Feet of water stored in Rio Grande Reservoir**

   CPW is the sole owner of the Tabor Ditch No. 2 and the Tabor Ditch No. 2 Enlargement. The Tabor Ditch transmountain water rights were decreed by the District Court in Case No. CA6981 (Montrose County) and changed in Case No. W-3549 (Hinsdale County). The Tabor water rights total 352 acre-feet of transmountain water.

   The Applicant provided several letters, dated September 15, 2020 through March 29, 2021, documenting transfer of Tabor Ditch water from CPW to the United States Fish and Wildlife Service ("USFWS") and from the USFWS to Subdistrict No. 6 in the amounts of 125 acre-feet and 227 acre-feet for a total of 352 acre-feet. The water is first stored in Rio Grande Reservoir and applied to beneficial use, then offered as a successive use for purposes of these agreements and this SWSP for Subdistrict No. 6 to remedy injurious depletions as a part of their ARP (see attached correspondence with Amber Pacheco).

The Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. To the extent that this water is not released from storage or otherwise consumed, such amounts may be carried over and used in subsequent Annual Replacement Plans without the need for a subsequent SWSP, subject to CPW and USFWS approval.

CONDITIONS OF APPROVAL

This SWSP is hereby approved pursuant to C.R.S. § 37-92-308(5), subject to the conditions stated below:

1. This SWSP shall be valid for the period of November 9, 2022 through April 30, 2023 unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of § 37-92-308(5)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **February 1, 2023**.
2. In accordance with § 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the first year of approval for this SWSP.**
3. Approval of this SWSP is for the purposes stated herein. Additional diversion structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.
4. The Applicant shall provide daily accounting (including, but not limited to the volume of water in storage and release volumes) on a monthly basis. The accounting must be emailed to the Division Engineer (Craig.Cotten@state.co.us), Subdistrict Coordinator (Deborah.Sarason@state.co.us) and the Water Commissioners (Sam.Riggenbach@state.co.us, Wayne.Peck@state.co.us, and Luis.Heredia@state.co.us), within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.
5. If any term or condition of this SWSP conflicts with any of the terms and conditions of the Plan, the terms and conditions of the Plan shall control.
6. Transit loss for delivery of replacement water to the point of injurious depletions is subject to assessment and modification as determined by the Division Engineer.
7. For changed water not retained in storage, the amount of water made available under this SWSP shall only be included as a source of water for replacement of injurious depletions as required by Subdistrict No. 6 for the term of the approval of this SWSP, or the term of the agreement or other document which evidences the applicant's right to use the water rights for augmentation, whichever is shorter. Any water stored under this SWSP and not used under the 2022 Subdistrict No. 6 ARP must be used to replace injurious depletions under future Subdistrict No. 6 ARPs.

8. 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 Commissioners.

9. All deliveries for direct replacement, storage, or recharge shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring devices as required by the Division Engineer for operation of this SWSP.

10. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

11. 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 permanent plan for augmentation , all use of water under this SWSP must cease immediately.

12. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an 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.

Should you have any questions, please contact Melissa van der Poel of this office or Craig Cotten, Division Engineer, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Jeff Deatherage, P.E.
Water Supply Chief

Attachments: Correspondence with Amber Pacheco

ec: Craig Cotten, Division Engineer
Deb Sarason, Subdistrict Coordinator
David Hofmann, Assistant Subdistrict Coordinator
Pat McDermott, Staff Engineer
Kevin Boyle, Water Rights Researcher
Sam Riggenbach, Wayne Peck, and Luis Heredia, Water Commissioners, Water District 20

United States Department of the Interior
FISH AND WILDLIFE SERVICE
San Luis Valley National Wildlife Refuge Complex
9383 El Rancho Lane
Alamosa, CO 81101

In Reply Refer to:
FWS/IR05/IR07

December 28, 2020

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased CPW Tabor Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Ms. Pacheco,

The U.S. Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife (CPW) have negotiated terms and conditions to lease a portion of CPW's annual yield (125 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement) to the USFWS. CPW has stored this water in Rio Grande Reservoir as a beneficial use as decreed in Case No. 3549.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed so long as the Subdistrict provides another source of replacement in an amount sufficient to remedy all injurious depletions calculated to occur as a result of the withdrawal of groundwater by USFWS wells included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This lease between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 125 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

COLORADO
Parks and Wildlife
Department of Natural Resources

Southwest Region
415 Turner Drive
Durango, CO 81303
P 970.317.9507 | F 970.375.6705

September 15, 2020

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

Re: CPW Lease of Tabor Ditch Transmountain Water to USFWS for Augmentation Use for Subdistrict 6

Dear Ms. Pacheco,

CPW is negotiating the terms and conditions of a new lease with the U.S. Fish and Wildlife Service (USFWS) for a portion of the annual yield (125 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No.2 and Tabor Ditch No.2 Enlargement). The Tabor Ditch transmountain water rights are 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) and subsequently changed through a decree entered on December 29, 1979, in Case No. W-3549 in the District Court for Hinsdale County. The Tabor Ditch transmountain water rights originate in Water Division 4 and are used in Water Division 3.

CPW will first store Tabor Ditch transmountain water rights in Rio Grande Reservoir and first apply the water to beneficial uses decreed in Case No. 3549. Therefore, the USFWS augmentation use of Tabor water offered in this lease agreement is a successive use, as set forth in C.R.S. §37-82-106, and not those applied to administratively change the initial use of a transmountain water right.

CPW will lease 125 acre-feet of Tabor Ditch transmountain water rights to the USFWS for the period beginning September 25, 2020 and ending April 30, 2021. It is CPW's understanding that the USFWS will relinquish this same amount to Subdistrict 6 for successive use as replacement water to remedy all injurious depletions caused by USFWS groundwater withdrawals during the 2020 Annual Replacement Plan pursuant to the Plan for Water Management of Subdistrict No.6.

Dan Prenzlow, Director, Colorado Parks and Wildlife • Parks and Wildlife Commission: Marvin McDaniel, Chair • Carrie Besnette Hauser, Vice-Chair
Marie Haskett, Secretary • Taishya Adams • Betsy Blecha • Charles García • Dallas May • Duke Phillips, IV • Luke B. Schafer • Jay Tutchton • Eden Vardy

The USFWS will assume operational control of and responsibility of storage of the specified quantity of Tabor Ditch transmountain water during the lease term. This lease will not be considered a transfer of sale of a right in the underlying decree.

Please contact Ryan Unterreiner (970) 317-9507 (ryan.unterreiner@state.co.us) and Tony Aloia (719) 850-6371 (tony.aloia@state.co.us) to administer the transfer of 125 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Best Regards,



Ryan Unterreiner
SW Region Water Specialist

Cc: Rick Basagoitia (CPW Area 17 Wildlife Manager), Tony Aloia (CPW Area 17 Water Technician), Chris Shaffer (USFWS Hydrologist)

United States Department of the Interior

FISH AND WILDLIFE SERVICE
134 Union Blvd
Lakewood, Colorado 80228

In Reply Refer to:
FWS/IR05/IR07

March 3, 2021

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased CPW Tabor Ditch Transmountain Water to Subdistrict No. 6 for use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Ms. Pacheco,

The U.S. Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife (CPW) have negotiated terms and conditions to lease a portion of CPW's annual yield (227 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement) to the USFWS. CPW has stored this water in Rio Grande Reservoir as a beneficial use as decreed in Case No. 3549.

The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS and may also be used to cover injurious depletions of all Subdistrict wells as needed; as long as the Subdistrict provides another source of replacement in an amount sufficient to remedy all injurious depletions calculated to occur as a result of the withdrawal of groundwater by USFWS wells included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This lease between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 227 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Please contact Sharon Vaughn (sharon_vaughn@fws.gov) or Chris Shaffer (christopher_shaffer@fws.gov) with any questions and to administer the transfer of water to the appropriate Subdistrict account.

Best Regards,

SHARON VAUGHN Digitally signed by SHARON VAUGHN Date: 2021.03.11 15:26:23 -07'00'

Sharon Vaughn
Project leader
San Luis Valley National Wildlife Refuge Complex

COLORADO
Parks and Wildlife
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415 Turner Drive
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March 29, 2021

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

Re: CPW Lease of Tabor Ditch Transmountain Water to USFWS for Augmentation Use for Subdistrict 6

Dear Ms. Pacheco,

The purpose of this letter is to notify your office that CPW will lease a portion of the annual yield (227 acre-feet) of its Tabor Ditch transmountain water rights (Tabor Ditch No.2 and Tabor Ditch No.2 Enlargement) to the U.S. Fish and Wildlife Service (USFWS) for augmentation purposes. The Tabor Ditch transmountain water rights are 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) and subsequently changed through a decree entered on December 29, 1979, in Case No. W-3549 in the District Court for Hinsdale County. The Tabor Ditch transmountain water rights originate in Water Division 4 and are used in Water Division 3.

CPW will first store Tabor Ditch transmountain water rights in Rio Grande Reservoir and first apply the water to beneficial uses decreed in Case No. 3549. The USFWS augmentation use of Tabor water offered in this lease agreement is a successive use, as set forth in C.R.S. §37-82-106, and not those applied to administratively change the initial use of a transmountain water right.

CPW will lease 227 acre-feet of Tabor Ditch transmountain water rights to the USFWS for the period beginning May 1, 2021 and ending April 30, 2022. It is CPW's understanding that the USFWS will relinquish this same amount to Subdistrict 6 for successive use as replacement water to remedy all injurious depletions caused by USFWS groundwater withdrawals during the 2021 Annual Replacement Plan pursuant to the Plan for Water Management of Subdistrict No.6.

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Subdistrict 6 will assume operational control of and responsibility of storage of the specified quantity of Tabor Ditch transmountain water during the lease term. This lease will not be considered a transfer of sale of a right in the underlying decree.

Please contact Ryan Unterreiner (970) 317-9507 (ryan.unterreiner@state.co.us) and Tony Aloia (719) 850-6371 (tony.aloia@state.co.us) to administer the transfer of 227 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

Best Regards,



Ryan Unterreiner
SW Region Water Specialist

Cc: Rick Basagoitia (CPW Area 17 Wildlife Manager), Tony Aloia (CPW Area 17 Water Technician), Chris Shaffer (USFWS Hydrologist)

United States Department of the Interior
FISH AND WILDLIFE SERVICE
San Luis Valley National Wildlife Refuge Complex
9383 El Rancho Lane
Alamosa, CO 81101

In Reply Refer to:
FWS/IR05/IR07

December 28, 2020

Amber Pacheco
Rio Grande Water Conservation District
Subdistrict 6 Program Manager
8805 Independence Way
Alamosa, CO 81101

RE: USFWS Transfer of Leased CPW Tabor Ditch Transmountain Water to Subdistrict No. 6 for Use as a Replacement Source by the Subdistrict in the current or a subsequent Annual Replacement Plan

Dear Ms. Pacheco,

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The USFWS is relinquishing this same amount of water to Subdistrict No. 6 for use as replacement water in either the current or a successive Annual Replacement Plan. This water may be used to replace injurious depletions of the USFWS but may also be used to cover injurious depletions of all Subdistrict Wells as needed so long as the Subdistrict provides another source of replacement in an amount sufficient to remedy all injurious depletions calculated to occur as a result of the withdrawal of groundwater by USFWS wells included in the Subdistrict's current Annual Replacement Plan.

Subdistrict No. 6 will assume operational control of and responsibility of storage of the specified quantity of water following this transfer. This lease between USFWS and CPW will not be considered a transfer or sale of a right in the underling decree. The Subdistrict will contact CPW staff to administer the transfer of 125 acre-feet of Tabor Ditch transmountain water to the appropriate Subdistrict account.

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September 15, 2020

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Subdistrict 6 Program Manager
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March 29, 2021

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Rio Grande Water Conservation District
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BILL OF SALE

ROSALIND L. WEAVER, a natural person whose address is 0270 County Road 14A, Del Norte CO 81132 ("Seller"), agrees to sell and the **RIO GRANDE WATER CONSERVATION DISTRICT**, for and on behalf of the **WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICTS NO. 2, NO. 3, AND NO. 6, RESPECTIVELY OF THE RIO GRANDE WATER CONSERVATION DISTRICT**, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101 ("Buyer") agrees to buy 110 acre-feet of water owned by Seller and currently stored in Rio Grande Reservoir for [redacted] Said water was stored under the Pine River Weminuche Pass Ditch water rights originally decreed in Case No. 1248-B, District Court, La Plata County, Water District 31 (March 7, 1966).

Payment will be made on or before July 13 2024, by check. Upon receiving the payment, Seller will execute a Quit Claim Deed in favor of Buyer.

Rosalind L. Weaver
Rosalind L. Weaver

July 12, 2024
Date

Amber Pacheco
Rio Grande Water Conservation District
By: Amber Pacheco, Deputy General Manager

July 17, 2024
Date

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
webmaster@hillandrobbins.com

WEBSITE
www.hillandrobbins.com

February 20, 2025

Mr. Jason Ullmann, P.E.
State Engineer/Director
Colorado Division of Water Resources
1313 Sherman Street, Room 818
Denver, Colorado 80203

VIA DWR PORTAL

Re: **Request for Substitute Water Supply Plan for 2025/2026 Annual Replacement Plan year for the purpose of changing purpose of use of water rights for Special Improvement Districts No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S.**

Dear Mr. Ullmann,

Special Improvement Districts No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District ("Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026. The $300.00 filing fee will be paid through the DWR Portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado. *See* Exhibit A.

Water derived from the water right herein has not been previously approved as part of an SWSP.

This SWSP does not represent all sources of water the Subdistricts will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistricts in order to meet the requirements of the respective Plans of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure the 2025/2026 Annual Replacement Plan conforms with the requirements of the respective Plans of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the respective Subdistricts Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving any of the respective Annual Replacement Plans. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to include remedy, augmentation or replacement, including by substitution or exchange within the Rio Grande basin.

The Subdistricts will use the water stored under this SWSP by making releases from certain reservoirs at the time required by the Annual Replacement Plan and/or the direction of the State and Division Engineers. Such use is set forth in more detail in Section III, below.

II. Change of Water Rights.

The following water rights are included in this SWSP as water rights to be changed as requested herein:

Pine River Weminuche Pass Ditch Transbasin Diversion currently held in Rio Grande Reservoir in the amount of 110 acre-feet.

Transbasin water under this water right is diverted under the decrees held by Rosalind L. Weaver and stored in Rio Grande Reservoir in previous years. The 110 acre-feet is allocated among the Subdistricts as follows: Subdistrict No. 2: 10.7 acre-feet; Subdistrict No. 3: 21.5 acre-feet; Subdistrict No. 6: 77.8 acre-feet.

This water decreed by the District Court in and for La Plata County in In the Matter of the Supplemental Adjudication of Priorities of Water Rights to the Use of Water in Water District No. 31, Pine River and its Tributaries in Colorado, Case No. CA1248-B (March 7, 1966); subsequent decrees include 1984CW16 and 1994CW62. This water is decreed for storage and irrigation purposes.

The water right listed herein has been diverted from one basin to another and requires no reconsideration of the historic return flow patterns from use in the receiving basin and such water is considered fully consumable, as previously found by the Division of Water Resources in approving the request for SWSP ID 6182. See also *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1 (Colo. 1996); § 37-82-106, C.R.S.

Evidence of the Subdistricts' right to use the water listed in this paragraph II is attached as Exhibit B.

III. Operation of Plan.

The water right listed above, in combination with the other water rights listed as part of the overall water portfolio in the respective Annual Replacement Plans, will be released from storage to augment injurious depletions within Water Division No. 3. This SWSP is intended to change the purpose of use for the above listed water. Because the above listed water rights have

been diverted from one basin to another, there is no duty to consider historic return flow patterns from use in the receiving basin and such water is fully consumable. *See*, *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1 (Colo. 1996); § 37-82-106, C.R.S. Courts have previously performed a historic diversion analysis of the water rights listed above.

At the direction of the Division Engineer for Division No. 3 and the appropriate water commissioners, and the consent of the Colorado Division of Parks and Wildlife, Beaver Park Reservoir may be used as a re-regulating reservoir to more appropriately time replacement water to replace injurious depletions. Such releases may also be made by exchange from Rio Grande, Continental or Santa Maria Reservoir(s) to Beaver Park Reservoir.

It is our understanding that, to the extent this water remains in storage and is not used to meet the requirements of the Annual Replacement Plan, this SWSP for this 110 acre-feet need not be renewed.

The Subdistricts hereby request that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

s/ Peter J. Ampe
Peter J. Ampe

/PJA
Enclosures

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2025/2026 water year for the purpose of changing purpose of use of water rights for Special Improvement District Nos. 2, 3, and 6 of the Rio Grande Water Conservation District pursuant to § 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (February 20, 2025) this 20th day of February 2025 as follows:

epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; jnslade657@gmail.com; SWSP@troutlaw.com; jdischinger@fwlaw.com; trb@tbvs.net; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; fuchsranchinc@gmail.com; whillhouse@hfak.com; whcaile@hollandhart.com; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; amalotte@bbawater.com; STEVE@CLEARWATERCOLORADO.COM; thunter@travelin.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; benl@lewicki.biz; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; amr@amr-law.com; lescobar.ana@gmail.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; kara.sobieski@wilsonwatergroup.com; patrick@waterlaw.com; mkobza@bouldercounty.org; MELISSA.VANDERPOEL@state.co.us; pfoster@wrightwater.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; JOAN.CHAVEZ@STATE.CO.US; cjjj2003@yahoo.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; anthonyfarinacci@gmail.com; elizabeth.joyce@coag.gov; hayden@erccolorado.net; rachel@kullmanwater.com; dthompson@somachlaw.com; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; cogreenacres@gmail.com; kckennedy163@gmail.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; TAMMY@PKENTERPRISESINC.COM; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; AJONES@PANDREWJONES.COM; jason@agro.com; tarn.udall@coag.gov; ltiedemann@bbawater.com; STEVEW@SWWCD.ORG; twinpeakllc19@gmail.com; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; rpittinger@wrightwater.com; jhowe@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; JWelch@epcor.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; wadethenderson@gmail.com; btyner@tynerengineering.com; lynstewarthunter@gmail.com; dms@fmcwater.com;

gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; thegoldenhoof@icloud.com; srsypher@gmail.com; mneale@fcgov.com; gpaulsen@bh-lawyers.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; john@jdbuchananlaw.com; matt.whittaker@icloud.com; Michael@ColoradoRiverEng.com; efahrney@bbawater.com; jallmon@live.com; johnsdelatour@gmail.com; astone@agwt.org; cwoodard@BH-Lawyers.com; taylor@rgwcd.org; kathi.lapoint@corteva.com; lratcliff@mbssllp.com; webb81154@gmail.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; taosullivan@fredweberinc.com; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; austin@waterexchange.com; michael.eytel@ae2s.com; michelle.lanzoni@state.co.us; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; linda@lcwaterlaw.com; angelo@rgwcd.org; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; johnj@white-

jankowski.com; rggarcia3@gmail.com; wellinspector@msn.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com; mail@cjzwaterlaw.com; tynerrye@gmail.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; clayton@agro.com;

s/ *Peter J. Ampe*
Peter Ampe

EXHIBIT B

Quitclaim Deed
(Water in Storage)

THIS DEED, Made this 12th day of July, 2024, between

Rosalind L. Weaver

whose address is 0270 County Road 14A, Del Norte CO 81132, Grantor, and

The Rio Grande Water Conservation District, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101, Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of [redacted] **dollars** [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and quitclaimed, and by these presents does grant, bargain, sell and quitclaim unto the Grantee, its heirs and assigns for forever, 110 acre-feet of water stored in Rio Grande reservoir, as described in Exhibit A.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date first written above.

[*remainder of this page intentionally left blank*]

ROSALIND L. WEAVER

Rosalind L. Weaver

STATE OF COLORADO)
)ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 12th day of July, 2024 2024, by Rosalind L. Weaver. Witness my hand and official seal.

Laticia Mortensen-Caton
NOTARY PUBLIC
State of Colorado
Notary ID 20014001013
My Commission Expires 2/16/2026

Notary Public

My Commission Expires: 2/16/2026

Exhibit A
Water in Storage

110 Acre-Feet stored in Rio Grande Reservoir, from the Pine River Weminuche Pass Ditch water rights originally decreed in Case No. 1248-B, District Court, La Plata County, Water District 31 (March 7, 1966).

COLORADO
Division of Water Resources
Department of Natural Resources

November 20, 2025

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec St., Ste 3400
Denver, CO 80207

Re: Special Improvement District Nos. 2, 3 and 6 ("Subdistricts") of the Rio Grande Water Conservation District Substitute Water Supply Plan
Water Division 3
Plan ID 9535

Approval Period: November 20, 2025 to April 30, 2026

Contact information for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillandrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated February 20, 2025 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Special Improvement District Nos. 2, 3 and 6 ("Subdistricts" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD") pursuant to section 37-92-308(5), C.R.S. Notice of the requested SWSP was provided to all parties who have subscribed to the Division 3 SWSP Notification List on February 20, 2025. Timely comments from Amy N. Huff, representing the Pine River Irrigation District, and Beth Van Vurst, representing the Southwestern Water Conservation District were received during the statutory 35-day comment period and were taken into consideration during the drafting of this approval letter. The required $300 filing fee (receipt number 10040906) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to

section 37-92-308(5), C.R.S. In accordance with section 37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first year of approval for this SWSP.**

SWSP Operation

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts No. 2 (15CV30050 & 18CW3010), No. 3 (16CV30021 & 18CW3013) and No. 6 (18CV30014 & 19CW3011) ("Subdistricts") are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of the Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistricts No. 2, No. 3 and No. 6 to meet the requirements of the Subdistrict Plans of Water Management ("Plans") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistricts; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior

water rights caused by groundwater withdrawal by Subdistrict Wells during the Plan year. This SWSP is intended to provide a part of the water supplies to be used in Subdistrict Nos. 2, 3 and 6's ARPs. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts **only** after prior approval by the Division Engineer.

This SWSP is being requested for the purpose of changing the water rights listed below, to the extent necessary, to include augmentation, replacement, and remedy of injurious depletions, including by substitution or exchange, for use as part of the aforementioned Subdistricts' ARPs. The water will be used under this SWSP by making reservoir releases at the time required by the ARP and/or the direction of the State and Division Engineers.

Change of Water Right

The water right made available to the Applicant and requested to be changed by this SWSP is as follows:

1. **110 acre-feet of Pine River Weminuche Pass Ditch Transbasin Diversion water in storage in Rio Grande Reservoir**

   The RGWCD has purchased 110 acre-feet of water, stored in 2020 and presently held in Rio Grande Reservoir, from Rosalind L Weaver. The stored water is transbasin water diverted under the Pine River Weminuche Pass Ditch Transbasin Diversion water right decreed in Case No. CA1248-B on March 7, 1966. The decreed use of the subject water right is for storage and irrigation purposes, necessitating this SWSP to change the use of the water to allow for the proposed use by the Subdistricts. The 110 acre-feet will be allocated among the Subdistricts as follows:

   Subdistrict No. 2: 10.7 acre-feet
   Subdistrict No. 3: 21.5 acre-feet
   Subdistrict No. 6: 77.8 acre-feet

Because the water right listed above has been diverted from one basin to another, there is no requirement to consider the historical return flow patterns from use in the receiving

basin and such water is considered fully consumable *(City of Thornton v. Bijou Irrigation Co.*, 926 P. 2d 1 (Colo. 1996); §37-82-106, C.R.S.).

The Subdistricts will release this water under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within their respective ARPs. This changed water right does not represent all sources of water that the Subdistricts will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistricts to meet the requirements of the Plans as approved by the State Engineer.

The Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. To the extent that the full 110 acre-feet of water is not released from storage or otherwise consumed during this plan period, such amounts may be carried over and used by the aforementioned Subdistricts in subsequent Annual Replacement Plans without the need for a subsequent SWSP.

Conditions of Approval

Pursuant to section 37-92-308(5)(a)(IV)(A), C.R.S., the State Engineer, after consideration of the comments received, has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of November 20, 2025 through April 30, 2026 unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of section 37-92-308(5)(b), shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8). Any request for an additional SWSP must be submitted to this office no later than February 1, 2026.

2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. This is the first year of approval of this SWSP.

3. **Any portion of the 110 acre-feet in storage changed under this SWSP and not used under the 2025/2026 Subdistrict ARPs may be carried over and used by Subdistrict Nos. 2, 3 and 6 in subsequent Annual Replacement Plans with no need for future SWSP approvals.**

4. Approval of this SWSP is for the purposes stated herein. The use of additional stored water or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for the additional water/uses. The replacement water which is the subject of this SWSP cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.

5. The Applicant shall provide daily accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a monthly basis. The accounting must be emailed to the Division Engineer (Craig.Cotten@state.co.us) and the Water Commissioners (Sam.Riggenbach@state.co.us, Wayne.Peck@state.co.us, and Luis.Heredia@state.co.us), Subdistrict Coordinator Deborah.Sarason@state.co.us, and Water Accounting Operations Specialist Michelle.Lanzoni@state.co.us, within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.

6. If any term or condition of this SWSP conflicts with any of the terms and conditions of the Plan, the terms and conditions of the Plan shall control.

7. Transit loss for delivery of replacement water to the point of injurious depletions is subject to assessment and modification as determined by the Division Engineer.

8. 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.

9. All deliveries for direct replacement, storage, or recharge shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring devices as required by the Division Engineer for operation of this SWSP.

10. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

11. 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 permanent plan for augmentation , all use of water under this SWSP must cease immediately.

12. The 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. 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, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(5), C.R.S., shall be to the Division 3 Water Judge within thirty days of the date of this decision.

Should you have any questions, please contact Ailis Thyne of this office or Craig Cotten, Division Engineer, in the Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.

Deputy State Engineer

Attachment: Quitclaim Deed

cc: Craig Cotten, Division Engineer

Division 3 SWSP Review Team

Sam Riggenbach, Wayne Peck, and Luis Heredia, Water Commissioners, Water District 20

Amy N. Huff for the Pine River Irrigation District

Quitclaim Deed
(Water in Storage)

THIS DEED, Made this 12th day of July, 2024, between

Rosalind L. Weaver

whose address is 0270 County Road 14A, Del Norte CO 81132, Grantor, and

The Rio Grande Water Conservation District, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101, Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of [redacted] **dollars** [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and quitclaimed, and by these presents does grant, bargain, sell and quitclaim unto the Grantee, its heirs and assigns for forever, 110 acre-feet of water stored in Rio Grande reservoir, as described in Exhibit A.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date first written above.

[*remainder of this page intentionally left blank*]

ROSALIND L. WEAVER

Rosalind L. Weaver

STATE OF COLORADO)
)ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 12th day of July, 2024 2024, by Rosalind L. Weaver. Witness my hand and official seal.

Laticia Mortensen-Caton
NOTARY PUBLIC
State of Colorado
Notary ID 20014001013
My Commission Expires 2/16/2026

Notary Public

My Commission Expires: 2/16/2026

APPENDIX G

Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Alamosa Spring Creek Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Alamosa Spring Creek Ditch and the water rights decreed thereto. The Alamosa Spring Creek Ditch diverts water from the Alamosa River in the SE1/4 NW1/4 of Section 11, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 30.32 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~) 2023 - AV

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 29, 41 and 54 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
29	5.76
41	18.14
54	6.42

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Alamosa Spring Creek Ditch

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Alamosa Spring Creek Ditch

By: _____ 03/24/2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Alamosa Spring Creek O.tch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Arroya Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

CC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

CC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Arroya Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ NE ¼ of Section 12, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 53.12 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
36	53.12

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

3. Payment. The Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Arroya Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

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

By: _____ 4/7/23
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/7/23
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Arroya Ditch Co Audrey Schmidt

Address to mail payment to [redacted]

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Capulin Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Capulin Ditch and the water rights decreed thereto. The Capulin Ditch diverts water from the Alamosa River in the SW1/4 SE1/4 of Section 9, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 31.37 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 10 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
10	31.37

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Caplin Ditch Co
395 First St.
Sanford, CO 81151

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Capulin Ditch

By: _____ 4-10-23
Joseph Valdez Date

APPROVED:

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

By: _____ 4/10/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/10/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Capulin Ditch Co.

Address to mail payment to: 395 First St.

San Ford, CO 81151

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into, effective May 1, 2026, between the Clark Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, acting as a Water Activity Enterprise (sometimes collectively referred to as the "Parties").

Please initial next to your selections:

ES Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

ES Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Clark ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE¼ SW¼ of Section 4, T35N, R4E, N.M.P.M., in Conejos County and has decreed priorities totaling 6.75 c.f.s.

B. The Subdistrict is responsible for implementing the 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 Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that the ARP covers. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

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

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

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

__X__ Ten Years (May 1, 2026 through April 30, 2036)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement

water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount
58	6.75

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

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Silva Farm & Ranch, LLC / Clark Ditch

[redacted]

To the Subdistrict:

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

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

6. Remedies. In the event of the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

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

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

Clark Ditch

By: Inocencio Silva

Print Name: Inocencio Silva

02/28/2026
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

3/2/26
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

3/2/26
Date

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

Checks should be made in the name of: Silva Faram and Ranch LLC / Clark Ditch

Address to mail payment to: [redacted]

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Cottonwood Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__C__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__C__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Cottonwood Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ NW ¼ of Section 12, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 35.70 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. **Forbearance by the Company.**

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
44	8.46
55	5.65
82	21.59

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

3. Payment. The Subdistrict will pay the Company $ 40 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Cotton wood Ditch Co

[redacted]

Robert Horton

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Cottonwood Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

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

By: _____ 4/7/23
Angelo Bellah, Program Manager — Date

APPROVED:

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

By: _____ 4/7/23
Angelo Bellah, Program Manager — Date

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

Checks should be made in the name of: Cottonwood Ditch Co

Address to mail payment to: Robert Horton

[redacted]

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Cristobal Rivera Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AT Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AT Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Cristobal Rivera Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 9, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.08 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

__X__ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
15	7.08

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

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the

Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Cristobal Rivera Ditch Owner

By: _____ 3/13/24
Alan Miller ~~XXX XX~~ 30% Date

By: _____ 3/13/24
Gerald Faucette 56% Date

By: _____ 3/23/24
Robert Marquez 7% Date

By: Samuel Marquez by Lorine Marquez Date Mar. 23 - 24
Samuel Marquez 7%

APPROVED:

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

By: _____ 3/28/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/28/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

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

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

1. Alan Miller (29%)

[redacted] _____

2. Gerald Faucette (56%)

[redacted] _____

3. Robert Marquez (~~15%~~) 7%

_____

4. Sammy Marquez 7% _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Viejo Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AT Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AT Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the El Viejo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ NW ¼ of Section 1, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 14.4 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

47 Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
1	14.4

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

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the

Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

El Viejo Ditch Owner

By: _____ 3/13/24
Alan Miller 39% Date

By: _____ 3/13/24
Gerald Faucette 55% Date

By: _____ 3/13/24
Joe McCann 3% Date

By: _____ 3/13/24
Bennie Martinez 1% Date

By: _____ 4/8/24
Cala Rodriguez 1% Date

By: _____
Harlin Hanson 1% Date

APPROVED:

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

By: _____ 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/11/24
Angelo Bellah, Program Manager Date

El Viejo Ditch Owner

By: _____ 3/13/24
Alan Miller 39% Date

By: _____ 3/13/24
Gerald Faucette 55% Date

By: _____ 3/13/24
Joe McCann 3% Date

By: _____ 3/13/24
Bennie Martinez 1% Date

By: _____
Cala Rodriguez 1% Date

By: _____ 4/5/24
Harlin Hanson 1% Date

APPROVED:

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

By: _____ 5/30/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 5/30/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: El Viejo Ditch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ NE ¼ of Section 2, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 85.0 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

LC Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
105	85.0

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

3. Payment. The Subdistrict will pay the Company $ 20.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Commonwealth Irrigation Company
P.O. Box 993
Alamosa, CO 81101

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Commonwealth Irrigation Company

By: Lauren Crowder 3-14-2024
Date

APPROVED:

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

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Commonwealth Irrigation Company

Address to mail payment to: P.O. Box 993
Alamosa, CO 81101

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Flintham Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Flintham Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 27.125 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
45	2.225
69	24.9

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

3. Payment. The Subdistrict will pay the Company $\$ \_\_1\_\_$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Flintham Ditch
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Flintham Ditch

By: _____ 2-14-2024
Date

APPROVED:

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

By: _____ 2/20/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 2/20/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Flintham Ditch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Gabino Gallegos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LU Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

LU Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Gabino Gallegos Ditch and the water rights decreed thereto. The Gabino Gallegos Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 6, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 33.00 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

XX Ten Years (May 1, 2023 through April 30, ~~3033~~ 2033 XX)

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 11 and 113 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
11	13.00
113	20.00

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Gabino Gallegos Ditch

By: _____ 03/26/2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Gabino Gallegos Pitch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Gallegos D3 Ditch ("Owners") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TRL Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

TRL Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners own and operate the Gallegos D3 Ditch ("Ditch") and the water rights decreed thereto. The Gallegos D3 Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 3, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 14.94 c.f.s.

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

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

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

 Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 46 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
46	14.94

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

3. Payment:

Subdistrict No. 3 will pay the Owners $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

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

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 Owners: Francis R. Gallegos [redacted]

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Gallegos D3 Ditch Owners

By: Veronica R. Gallegos — 4/11/2023
Date

By: _____ _____
Date

APPROVED:

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

By: _____ 4/12/23
Angelo Bellah, Program Manager — Date

APPROVED:

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

By: _____ 4/12/23
Angelo Bellah, Program Manager — Date

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

Checks should be made in the name of: Veronica R. Gallegos

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Garcia No. 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Garcia No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW ¼SE ¼ of Section 9, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 5.54 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
13	5.54

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

3. Payment. The Subdistrict will pay the Company $70.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the

payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company: _____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

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

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Ditch Owner

By: Bob Peterson _____ 4/5/23 _____
Date

APPROVED:

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

By: _____ 4/5/23 _____
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/5/23 _____
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ _____
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

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

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

18.05 % 1. Ginnett Valdez [redacted]
27.80 % 2. Rudolph Quintana [redacted]
36.10 % 3. Bob Peterson [redacted]
18.05 % 4. Mark McCarroll [redacted]
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Head Overflow No. 5 Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners owns and operate the Head Overflow No. 5 Ditch ("Ditch") and the water rights decreed thereto. The Head Overflow No. 5 Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 36, Township 36 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 155.725 c.f.s.

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

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

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

E.G. MB J.S. Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 13 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
27	49.8
60	16.0

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

3. Payment:

Subdistrict No. 3 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

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

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 Owners:

_____

_____

_____

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Head Overflow No. 5 Ditch Owners

By: [signature] - Reverse 51 - Cattle Co. LLC — 3-26-23
~~Johnathan Bush~~ — Date

By: [signature] — 3-26-23
Matt Bush — Date

By: [signature] — 3-26-23
Date

By: [signature] — 4-4-23
Date

APPROVED: [signature] for John B. Shawcroft Ranchos LLP — 4-13-2023

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

By: [signature] — 4/5/23
Angelo Bellah, Program Manager — Date

APPROVED:

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

By: [signature] — 4/5/23
Angelo Bellah, Program Manager — Date

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

Checks should be made in the name of: X see below

Address to mail payment to: 25354 US Hwy 285 S
Alamosa, CO 81101

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

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

Priority No. 27:

1. Donald Shawcroft 40.2% [redacted]
2. Jefferey Shawcroft 13.4%
3. ~~Johnathan Bush~~ 13.4% [redacted] Reverse S | Bar Cattle CO. LLC
4. Matt Bush 13.4%
5. Bob Peterson 19.6% [redacted]

Priority No. 60:

1. Donald Shawcroft 50.0% [redacted]
2. Jefferey Shawcroft 16.667%
3. ~~Johnathan Bush~~ 16.667% [redacted] Reverse S | Bar Cattle CO. LLC
4. Matt Bush 16.667%

[redacted]

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Lowland Overflow Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DLM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DLM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Lowland Overflow Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ SW ¼ of Section 36, T36N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 111.94 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

DCM Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
57	14.94
71	55.00
71	42.00

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

3. Payment. The Subdistrict will pay the Company $5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Lowland Overflow Ditch Company
c/o Dwight Martin
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance,

and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Lowland Overflow Ditch Company

By: _____ 4 Mar 24
Date

APPROVED:

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

By: _____ 3/4/24
Angelo Bellah, Program Manager
Date

APPROVED:

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

By: _____ 3/4/24
Angelo Bellah, Program Manager
Date

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

Checks should be made in the name of: Lowland Overflow Ditch Company

Address to mail payment to: _____

_____

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Miller Ditch-Alamosa ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

_____ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JJH/JL Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ~~6.22~~ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% Owned
17	6.224	25%
24	2.25	25%

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

3. Payment. The Subdistrict will pay the Company $ 70.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Ivan Hunter
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Miller Ditch-Alamosa Owner

By: Ivan J. Hunter Jr. 26 Feb. 2024
Ivan Hunter Date

APPROVED:

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

By: Angelo Bellah 2/26/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: Angelo Bellah 2/26/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Ivan Hunter

Address to mail payment to: [redacted]

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

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

1.

2.

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Miller Ditch-Alamosa ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

QM Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% Owned
17	6.224	75%
24	2.25	75%

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

3. Payment. The Subdistrict will pay the Company $50__ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Dennis Mortensen
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Miller Ditch-Alamosa Owner

By: Dennis Mortensen
Dennis Mortensen

Mar. 26, 2024
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/24
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/24
Date

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

Checks should be made in the name of: Dennis Mortensen

Address to mail payment to: [redacted]

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

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

1.

2.

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owner of the Miller Ditch-Alamosa ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Miller Ditch-Alamosa diverts water from the Alamosa River in the NW1/4 SW1/4 of Section 8, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

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

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

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 17, 24, 70 and 75 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
70	34.86
75	31.54

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

3. Payment:

Subdistrict No. 3 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

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

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 Owner: Bob PeTerson / Miller Ditch

[redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Miller Ditch Owners

By: _____ 4-4-23
Date

By: _____
Date

APPROVED:

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

By: _____ 4/5/23
Angelo Bellah, Program Manager — Date

APPROVED:

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

By: _____ 4/5/23
Angelo Bellah, Program Manager — Date

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

Checks should be made in the name of: Bob Peterson / Miller Ditch

Address to mail payment to: [redacted]

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into, effective May 1, 2026, between the Morganville Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, acting as a Water Activity Enterprise (sometimes collectively referred to as the "Parties").

Please initial next to your selections:

JDC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JDC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Gabriel Martinez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW¼ NW¼ of Section 33, T33N, R8E, N.M.P.M., Conejos County, and has decreed priorities totaling 3.71 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

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

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

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

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

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount
73	20.75

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

3. Payment. Each Subdistrict will pay the Company $5.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement..

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Morganville Ditch Company
[redacted]

To the Subdistrict:

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 the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

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

Morganville Ditch

By: Jason D. Cooper
Morganville Ditch Secretary

2/2/26
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

1/30/26
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

1/30/26
Date

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

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

Checks should be made in the name of: Morganville Ditch CO

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the owner of a portion of the Norland Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JL Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JL Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates a portion of the Norland Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW ¼ NE ¼ of Section 7, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 48.56 c.f.s.

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

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

D. The Owner 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 Owner's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Owner.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% of Priority Being Forbore
68	48.56	70%

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

3. Payment. The Subdistrict will pay the Owner $ 5 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen 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 35 days of the date the Subdistrict provides the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

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

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

To Owner: Gerald Fancette

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 Owner's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Owner's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay the 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 Owner or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Gerald Faucette, Owner

By: _____ 2/14/24
Date

APPROVED:

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

By: _____ 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/15/24
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Gerald Faucette

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owner of a portion of the Norland Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

ZM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

ZM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of the Norland Ditch ("Ditch") and the water rights decreed thereto. The El Viejo Ditch diverts water from the Alamosa River in the SW1/4 NE1/4 of Section 7, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 48.56 c.f.s.

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

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

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agrees 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

3M Ten Years (May 1, 2023 through April 30, 2033) 2 2M

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

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

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

2. **Forbearance by the Owner.**

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 68 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
68	48.56	30%

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

3. Payment:

Subdistrict No. 3 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment

due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

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

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 Owner:

ZACHARIAH MUNIZ

[redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to

require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Zach Muniz, Owner

By: _____ 3-26-2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Zachariah Muniz

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the North Alamosa Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

LV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the North Alamosa Ditch and the water rights decreed thereto. The North Alamosa Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 6, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 63.09 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

ZU Ten Years (May 1, 2023 through April 30, ~~2033~~ 2023 ZU

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 40, 74 and 77 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
40	22.41
74	25.85
77	14.83

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 - One - Dollar Even per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 - One - Dollar Even per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: North Alamosa Ditch
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

North Alamosa Ditch

By: _____ 03/26/2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: North Alamosa Ditch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Ortiz Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Ortiz Ditch and the water rights decreed thereto. The Ortiz Ditch diverts water from the Alamosa River in the NW1/4 SW1/4 of Section 10, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 14.02 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~) 2033 – AC

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 32 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
32	14.02

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Ortiz Ditch
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Ortiz Ditch

By: _____ 03/24/2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Ortiz Ditch

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Ramona Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners own and operate the Ramona Ditch ("Ditch") and the water rights decreed thereto. The Ramona Ditch diverts water from the Alamosa River in the SE1/4 SE1/4 of Section 8, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 9.85 c.f.s.

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

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

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__✓__ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 26 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
26	9.85

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

3. Payment:

Subdistrict No. 3 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

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

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

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

not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement the Owners will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Owners will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owners: Phil Archuleta
Joe I Valdez

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Ramona Ditch Owners

By: _____ 4-25-23
Date

By: _____ 7/25/23
Date

By: _____
Date

By: _____
Date

APPROVED:

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

By: _____ 4/26/2023
Angelo Bellah, Program Manager — Date

APPROVED:

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

By: _____ 4/26/2023
Angelo Bellah, Program Manager — Date

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

Checks should be made in the name of: Lela Arendell - Secretary

Address to mail payment to: [redacted]

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the San Jose Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

V Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

V Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the San Jose Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.166 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
17	4.166

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

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

San Jose Ditch No. 1 Owner

By: _____ 4-6-2023
Date

APPROVED:

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

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Scandinavian Canal ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Scandinavian Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 43.58 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X Ten Years (May 1, 2024 through April 30, 2034)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
84	43.58

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

3. Payment. The Subdistrict will pay the Company $\$ 1$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

Scandinavian Canal
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Scandinavian Canal

By: _____ 1-26-2024
Date

APPROVED:

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

By: _____ 1/26/24
Angelo Bellah, Program Manager
Date

APPROVED:

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

By: _____ 1/26/24
Angelo Bellah, Program Manager
Date

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

Checks should be made in the name of: Scandinavian Canal

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Terrace Irrigation Company, Inc. ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

KR Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

KR Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates Terrace Reservoir, the Terrace Main Canal and the Alamosa Creek Canal and the water rights decreed thereto, and also owns a portion of the water right decreed to the Gabino Gallegos Ditch stored in Terrace Reservoir. The inlet for Terrace Reservoir on the Alamosa Reservoir is located in the NW1/4SW1/4 of Section 8, Township 36 North, Range 6 East, N.M.P.M., in Conejos County, and is decreed for storage of 17,171 acre-feet per year. That is the same location for storage of the Company's interest in the Gabino Gallegos Ditch decreed for storage at a rate up to 0.422 c.f.s. and a volume or 23.85 acre-feet per year. The Terrace Main Canal diverts water from the Alamosa River in the SE1/4 SW1/4 of Section 28, Township 36 North, Range 7 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 142.03 c.f.s. The Alamosa Creek Canal diverts water from the Alamosa River in the NE1/4 SE1/4 of Section 1, Township 35 North, Range 7 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 78.7 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions. This Agreement does not apply to any other water rights stored in Terrace Reservoir or diverted through the Company's canals by agreement with other people or entities who are not a party to this Forbearance Agreement.

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

AGREEMENT

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

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

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

KR Five Years (May 1, 2025 through April 30, 2030)

_____ Ten Years (May 1, 2025 through April 30, 2035)

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

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

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

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ~~700~~ KR NO LIMIT acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in

their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals No Limit acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Gabino Gallegos Ditch

Priority No.	Amount (c.f.s.)
11	0.422

Terrace Main Canal

Priority No.	Amount (c.f.s.)
2	2.0
8	5.2
14	2.0
37	2.0
39	10.84
45	7.12
76	21.87
112	91

Alamosa Creek Canal

Priority No.	Amount (c.f.s.)
1	4.8

3	2.85
15	3.0
37	2.0
71	10.0
76	30.0
85	26.05

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

3. Payment. The Subdistrict will pay the Company $ 5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

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

To Company:

Terrace Irrigation Company, Inc.
P.O. Box 109
Monte Vista, CO 81144

To the Subdistrict:

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

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

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

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

Terrace Irrigation Company, Inc.

By: Kent Reinhardt
President, Kent Reinhardt

1-13-2025
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

1/14/2025
Date

APPROVED:

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

By: Angelo Bellah
Angelo Bellah, Program Manager

1/14/2025
Date

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

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the T. K. Walsh Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the T. K. Walsh Ditch and the water rights decreed thereto. The T. K. Walsh Ditch diverts water from the Alamosa River in the SW1/4 NW1/4 of Section 11, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 4.51 c.f.s.

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

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

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~ 2033 - AV

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

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

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

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 37 and 45 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
37	2.93
45	1.58

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

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: TK Walsh Ditch

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

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

T. K. Walsh Ditch

By: _____ 03/24/2023
Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

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

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

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

Checks should be made in the name of: Valdez Land & Livestock, LLC

Address to mail payment to: [redacted]

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the The New Union Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

CC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

CC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Union Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 30.32 c.f.s.

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

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

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

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

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

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

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

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

2. Forbearance by the Company.

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

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.	Amount (c.f.s.)
38	14.13
62	27.21
67	28.15

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

3. Payment. The Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To Company:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

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

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

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

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

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

8. Bonus Payment.

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

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

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

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

The New Union Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: New Union Ditch Co

Address to mail payment to: Janet Morgan

[redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Valdez Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RP Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RP Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Valdez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW ¼ SE ¼ of Section 27, T36N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 71.18 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

AP Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to N A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% owned
9	13.55	7.47%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 40 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company: Randy Porco

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Valdez Ditch

By: Randy Porco 1-9-26
Date

Print Name: Randy Porco

APPROVED

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into, effective May 1, 2026, between the Weist Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties").

Please initial next to your selections:

ES Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

ES Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Weist ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE¼ SW¼ of Section 4, T35N, R9E, N.M.P.M., Conejos County, and has decreed priorities totaling 3.95 c.f.s.

B. The Subdistrict is responsible for implementing the 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 Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that the ARP covers. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

~~X~~ Five Years (May 1, 2026 through April, 2031)

I SX Ten Years (May 1, 2026 through April 30, 2036)

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount
74	3.95

On such days the amount of water that the Subdistrict must provide to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $75 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 2020 Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Silva Farm & Ranch LLC / Weist Ditch

[redacted]

To the Subdistrict:

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 the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Weist Ditch

By: Inocencio Silva — 02/28/2026
Date

Print Name: Inocencio Silva

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellana — 3/2/26
Angelo Bellana, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/2/26
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Silva Farm and Ranch LLC / Weist Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4.

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the A.D. Archuleta Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:



___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

___ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the A.D. Archuleta Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ NW ¼ of Section 20, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 19.31 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _all_ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
37	1.00
60	10.31
96	8.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $\$ 7$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company: Alpha Hay Farm LLC

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance,

and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

A.D. Archuleta Ditch

By: Jack Gilliland 1-9-2024
Date

Print Name: Jack Gilliland

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Alpha Hay Farm LLC

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Willett Dairy Farm and Cattle Company ("Company") and the Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict") of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

RECITALS

A. The Company owns and operates the Alamo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 12, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 52.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

___X_ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. *The canceling party must provide at least 3 years notice prior to the date they want the* Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of *the Company diverted from the Conejos River at the headgate of the Ditch under priority nos.* listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as

contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% of Priority Forbore
108	23.96	66.5%
137	16.00	100%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Willett Cattle Co.

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Alamo Ditch Owner

By: Toby Willett
Toby Willett, President

3-15-24
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/15/24
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Special Improvement Districts No. 3 (Conejos) and No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District Water Activity Enterprises ("Subdistricts") and the United States Department of the Interior, Bureau of Land Management ("Agency"), (sometimes collectively referred to as the "Parties").

RECITALS

A. AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. AGENCY owns and operates surface water rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species. AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. AGENCY owns and operates the following surface water rights, (collectively "Ditches"):

a. 3.5 c.f.s. of the East Bend Ditch Priority No. 88. The East Bend Ditch diverts water from the Conejos River in the SE1/4 SW1/4 of Section 34, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 37.4 c.f.s.

b. 6.58 c.f.s. of the Los Ojos No. 1 Ditch Priority No. 63. The Los Ojos No. 1 Ditch diverts water from the Conejos River in the SW1/4 SE1/4 of Section 22, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 40.08 c.f.s.

c. 3.00 c.f.s. of the Los Ojos No. 2 Ditch Priority No. 58. The Los Ojos No. 2 Ditch diverts water from the Conejos River in the NE1/4 NW1/4 of Section 23, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 8.53 c.f.s

d. 12.04 c.f.s. of the Alamo Ditch Priority No. 108. The Alamo Ditch diverts water from the Conejos River in the SW1/4 SE1/4 of Section 12, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 53.5 c.f.s

e. 4.00 c.f.s. of the Lovato Irrigation Ditch Priority No. 33. The Lovato Irrigation Ditch diverts water from the Rio San Antonio in the NW1/4 SW1/4 of Section 30, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 53.08 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio and Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are

covered by the ARPs. Without this Agreement, the Subdistricts 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. AGENCY, 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 AGENCY's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistricts, desires to enter into this Forbearance Agreement as part of the ARPs.

DEFINITIONS

A. "Remedy Costs" means the total cost to Subdistrict No. 3 and Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY groundwater rights, including costs associated with meeting the Subdistrict No. 3 and Subdistrict No. 6 sustainability requirements under their Annual Plans of Water Management.

B. "Remedy Credits" means the value assigned to the injurious depletions not required to be made available for diversion by the AGENCY'S Ditch water right. "Remedy Credits" are calculated by multiplying the number of acre-feet of injurious stream depletions that are not required to be made available for diversion to the AGENCY'S Ditches by the Forbearance Rate.

C. "Forbearance Rate" means $80.00 per acre foot.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistricts and the Company agree as follows:

Term of Agreement. This Agreement will be in effect from:

Five Years (May 1, 2023 through April 30, 2028)

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

1. Forbearance by the AGENCY.

1.1. During the term of this Agreement AGENCY will forebear from requiring Subdistrict No. 3 and Subdistrict No. 6 to replace any of the injurious stream depletions to the Ditches. Subdistrict No. 3 and Subdistrict No. 6 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

1.2. This Agreement applies on each day during the term of the Agreement that any of the Ditches 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 in the Preliminary Conejos 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.

1.3. The number of acre-feet of injurious depletions to the water right of AGENCY will be calculated each day any of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both AGENCY and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that any of the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to a Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

1.4. This Agreement will apply only on days when the following priorities decreed to a Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Alamo Ditch

Priority No.	Amount (c.f.s.)	Total c.f.s. of Priority	% of Priority Agency Owns
108	12.04	36.0	33.44%

East Bend Ditch

Priority No.	Amount (c.f.s.)	Total c.f.s. of Priority	% of Priority Agency Owns
88	3.5	12.0	29.17%

Los Ojos Ditch No. 1			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
63	6.58	40.08	16.42%

Los Ojos Ditch No. 2			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
58	3.0	4.45	67.42%

Lovato Ditch			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
33	4.0	27.58	14.50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the AGENCY is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow any of the Ditches to divert the full amount of last priority served on that day.

2.5 This Agreement will apply to only those portions of the entire priorities listed in paragraph 2.4 above that are owned by the Agency. The Agency agrees it will not take or use additional water above the c.f.s. the Agency owns as listed in 2.4 above that is subject to this Agreement. The Agency acknowledges that neither the Division Engineer nor the Subdistrict(s) have any responsibility for distribution of water within the Ditch. If operation of this Agreement results in injury to the remaining c.f.s. of the Ditch, the Division Engineer may require that the Subdistrict not operate this Agreement and remedy all injurious depletions by providing water at the top of the affected Stream Reach.

2. Payment. The Subdistricts will pay the AGENCY in Remedy Credits per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Ditches pursuant to the terms of this Agreement.

2.1. After the end of each irrigation season, and not later than March 15, of the following calendar year, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then recalculate the amount of water that each of the Ditches would have been able to divert if all unreplaced injurious depletions to a Ditch had been replaced during the term of this Agreement, and provide AGENCY with (1) a full accounting showing the unreplaced injurious depletions to the water rights of any of the Ditches; and (2) a calculation of the amount of the payment due under

paragraph 3.2 below. AGENCY will have fourteen days after the receipt of the calculations to notify the Subdistrict(s) of any errors therein.

2.2. The payment required by paragraph 3, will be due within 35 days of the date that the Subdistricts provide AGENCY with an accounting of the unreplaced injurious depletions to the water rights of AGENCY and the amount of the payment due, but not later than April 15 of each year and will be in the form of Remedy Credits.

3. No Subordination or Waiver of Right to Call. The forbearance by AGENCY 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 AGENCY. Under this Agreement AGENCY will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement AGENCY will not require the Subdistricts to make water available for diversion at the headgate of AGENCY to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective ARPs.

4. 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.

5.1 AGENCY Representatives and Contact Addresses: David Thomas, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Thomas can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3637; and by email at dethomas@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

5.2 Subdistrict No. 3 and Subdistrict No. 6 Representative and Contact Address: District Manager (Cleave Simpson) is the representative for Subdistrict No. 3 and Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Rio Grande Water Conservation District, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@rgwcd.org.

5. Remedies. In the event of AGENCY's default in the performance of this Agreement, the District's and/or Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, AGENCY's remedies will be to retain all payments made by the District on behalf of the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay AGENCY for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

6. General Provisions

6.1. 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.

6.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 3 nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.4. 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.

6.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 3 and Subdistrict No. 6 will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

6.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

6.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

6.6. 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.*

6.7. 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.

6.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§ 7107-7109.

6.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

6.10. 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.

6.11. 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 7 of this Lease Agreement.

6.12. Modification:

6.12.1. 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.

6.12.2. 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.

6.13. 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:

6.13.1. The provisions of the main body of this Lease Agreement;

6.13.2. Exhibits.

6.14. Prior Agreements: This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the lease of AGENCY's Excess Credits to Subdistrict No. 3, if any.

6.15. 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.

7.16 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.

7. Bonus Payment.

8.01 This Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3, above and will be in addition to any such calculated payment.

8.03 For purposes of this Agreement, the Bonus Payment will be a Remedy Credit.

8.04 The Bonus Payments will be paid to AGENCY on or before December 31, of each year for the term of the Agreement.

Signatures follow on Separate Page

United States Department of the Interior,
Bureau of Land Management

By: DAVID THOMAS Digitally signed by DAVID THOMAS Date: 2023.03.23 15:31:13 -06'00'

Date

ACCEPTED:

The Rio Grande Water Conservation District,
Water Activity Enterprise

By: Cynthia Pacheco for
Cleave Simpson, General Manager

3/27/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Leroy and Rosalie Martinez ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Owner owns and operates the An Con Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

__X__ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right not to accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and before its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 25 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	Percentage Owned
42	3.45	40%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $150 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Owner:

Leroy and Rosalie Martinez

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 the Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign their rights hereunder to any other person or entity without the prior written consent of the Company, 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 for any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

An Con Ditch Owner(s)

By: _____ 4-2-24
Date

By: _____ 4-2-24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26
Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/6/2026
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ulloy Martinez

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Wayne Quinlan ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Owner owns and operates the An Con Ditch, Priority No. 42 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling ~~18.8 c.f.s.~~ *Correction it should be 10.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The 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 Owner's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Owner.**

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Owner diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% of Priority Forbore
42	10.8	68%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Owner $ 31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Owner with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner decreed to the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the 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 its water rights decreed to the Ditch. Under this Agreement the Owner will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Owner will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Owner:

Wayne Quinlan

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager

Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the 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 Owner or the Subdistricts 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 Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

An Con Ditch Owner

By: _____ 4/16/24

Print Name: Wayne E. Quinlon Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angela Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angela Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ~~An Con Ditch~~ Quinlan Ranches

Address to mail payment to: [redacted] (AZ) 1/10/25

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Angustura Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Angustura Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 2, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 26.00 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__✓__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
65	26.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Jim F. Romero

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Angunstura Ditch Owner

By: _____ 4-17-2024

Print Name: Jim F. Romero Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/17/2024
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/17/2024
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jim Romero

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Antonito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Antonito Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ SE ¼ of Section 32, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 139.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
113	139.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Antonito Ditch
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Antonito Ditch Owner

By: _____ 4/16/24

Print Name: Wayne E. Quinton Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Antonito Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Ranch Solazzo Conejos LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AD Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AD Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Archuleta Trogillio No. 1 and No. 2 Ditches ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River; the Archuleta Trogillio No. 1 in the NE¼ SW¼, which has decreed priorities totaling 12.58 c.f.s., and the Archuleta Trogillio No. 2 in the SE¼ NW¼, which has decreed priorities totaling 14.94 c.f.s., both of Section 1, T33N, R9E, N.M.P.M., in Conejos County, Colorado.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JH Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Archuleta Trogillio No. 1

Priority No.	Amount (c.f.s.)
18	8.81
61	3.77

Archuleta Trogillio No. 2

Priority No.	Amount (c.f.s.)
19	14.94

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditches. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Rancho Salazar Cerro Largo

Print Name: Rancho Salazar Cer. Largo

11-5-25
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

11/6/25
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

11/6/25
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:

Monty Smith, President

11/19/25
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Willett Dairy Farm and Cattle Company ("Company") and the Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict") of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

RECITALS

A. The Company owns and operates the Ball Brothers Overflow No. 1 and No. 2 ("Ditches") and the water rights decreed thereto. The Ditches diverts water from the Conejos River in the NW ¼ NW ¼ of Section 10 and/or the SW ¼ NE ¼, T35N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 52.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditches or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditches or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the 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 in the Preliminary Conejos 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 Ditches will be calculated each day the Ditches is the calling water right, in whole or in part, and both the Company 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 the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as

contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
80	22.00
81	20.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditches to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy *of injurious stream depletions that are not required to be made available at the top of the Stream* Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditches would have been able to divert if all unreplaced injurious depletions to the Ditches had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Willett Cattle Co.
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ball Brothers Overflow No. 1 and No. 2 Ditch Owner

By: _____ 3-15-24
Toby Willett, President — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/25
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Bernardo Romero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Bernardo Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 32 T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed totaling 8.76 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to all acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals all acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
35	8.76

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ Fifty 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Virgil Ruybal
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Bernardo Romero Ditch

By: _____ 4/11/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Virgil Ruybal

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Branch Ditch and Stover Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Branch Ditch and Stover Ditch ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River. The Branch Ditch is located in the NE ¼ NW ¼ of Section 30, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.4 c.f.s. The Stover Ditch is located in the NE ¼ SW ¼ of Section 25, T34N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.5 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

KS XP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Ditch	Priority No.	Amount (c.f.s.)
Branch	52	7.0
	120	10.4
Stover	52	8.0
	131	2.5
	163	2.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $45.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The

Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: _____ 4-24-2024
Raymond Smith Date

By: _____ 4-24-2024
Steven Sowards Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/13/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/13/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 5/8/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: See Below

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

Branch Ditch

1. Raymond Smith, [redacted] Split %: 50
2. Steven Sowards, [redacted] Split %: 50

Stover Ditch

1. Raymond Smith, [redacted] Split %: 50
2. Steven Sowards, [redacted] Split %: 50

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the following Water Activity Enterprises of the Rio Grande Water Conservation District ("Subdistricts") and the Guadalupe and Brazo Del Norte Ditches ("Company"), (sometimes collectively referred to as the "Parties").

Please initial next to your selections:

DM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Guadalupe and Brazo Del Norte Ditches, and the water rights decreed thereto, sometimes collectively referred to as the "Ditches". The Ditches divert water from the Conejos River in the SW1/4NE1/4 of Section 24, Township 33 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 33.46 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

DM Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 Ditches 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 in the Preliminary Conejos 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 Ditches will be calculated each day the Ditches are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
Guadalupe Main	
1	13.46
Priority No.	Amount (c.f.s.)
Brazo Del Norte	
139	20.00

On such days the amount of water that must be provided by the Subdistricts 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 Subdistricts 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.

3. Remedy of Injurious Depletions. The Subdistrict will, for every acre-foot of injurious depletions to the Company, as stated above, provide one acre-foot of water in storage in Platoro Reservoir to be released upon request by the Company.

3.1 By the 5th day of each month under this agreement, the Subdistricts will provide to the Company and the Conejos Water Conservancy District a total of the amount of injurious depletions calculated pursuant to Paragraph 2, above ("Credit Water").

3.2 Any time after the 5th day of each month, Company may request a release of all or a part of the accumulated Credit Water for release by the Conejos Water Conservancy District, in compliance with the legal and physical restrictions on such releases.

3.3 All Credit Water must be released from Platoro Reservoir before December 31 of the year in which it is stored.

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 Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under

its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Company: Guadalupe Ditch Co. [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Company in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Guadalupe and Brazo Del Norte Ditches

By: Dennis Mueller

April 11, 2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

4/11/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

4/11/23
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Canon Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Canon Irrigating Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 1, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 42.676 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
22	42.676

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Canon Ditch Company
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Canon Irrigating Ditch Owner

By: _____ 4/10/24
Print Name: Wayne E. Quinlan Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Quinlan Ranches Inc

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the O.D. Espinoza and Sons ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__Y__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__Y__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__Y__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Martinez, Lopez, Fuerticitios, and Cordova Ditches ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River; the Martinez ditch in the SE ¼ SW ¼ of Section 35, T34N, R9E, N.M.P.M., and has decreed priorities totaling 12.96 c.f.s.; the Lopez Ditch in the NE ¼ NW ¼ of Section 2, T33N, R9E, N.M.P.M., and has decreed priorities totaling 2.88 c.f.s.; the Fuerticitios Ditch in the NE ¼ NW ¼ of Section 11, T33N, R9E, N.M.P.M., and has decreed priorities totaling 31.7 c.f.s.; the Cordova Ditch in the SW ¼ NW ¼ of Section 2, T33N, R9E, and has decreed priorities totaling 6.54 c.f.s., all in Conejos County, Colorado.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Ditch	Priority No.	Amount (c.f.s.)
Martinez Ditch	51	12.96
Lopez Ditch	51	2.88
Fuerticitios Ditch	25	31.47
Cordova Ditch	53	6.54

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

O.D. Espinoza & Sons
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Martinez, Lopez, Fuerticitios, and Cordova Ditch Owner

By: Ricardo Espinoza 4-10-24

Print Name: RICARDO ESPINOZA Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 4/11/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: RICARDO ESPINOZA

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between Del Puerticito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Del Puerticito Ditch and the water rights decreed thereto. The Del Puerticito Ditch diverts water from the Conejos River in the SW1/4 NE1/4 of Section 1, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 8.76 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
12	8.76

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Jessie Bagwell
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Del Puerticito Ditch

By: Jessie Bagwell 4-27-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/28/23
Angelo Bellah Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/28/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jessie Bagwell

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Cerrito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JJA Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JJA Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JJA Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the El Cerrito ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ NW¼ of Section 32, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.19 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

AB Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
14	6.19
165	10.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

John Salazar

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: John T. Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Ephraim Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

WC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

WC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Ephraim Ditch ("Ditch") and the water rights decreed thereto. The Ephraim Ditch diverts water from the Conejos River in the NE1/4 SW1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 47.0 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

WC Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority no. 56 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
56	47.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Ephraim Ditch Co [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ephraim Ditch Company

By: _____ 4-6-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ephraim Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGENCY

This Forbearance Agreement is entered into effective May 1, 2025 between the C.R. Espinosa & Sons ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Espinosa Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW¼ NW¼ of Section 1, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 19.54 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

__✓__ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _ __ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
29	19.54

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

O. D. Espinoza & Sons Inc
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Ricardo F. Espinoza — 1-8-2025
Date

Print Name: Ricardo F. Espinoza

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 1/8/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 1/8/25
Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: — 1/8/2025
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ricardo F. Espinoza

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

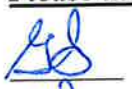
Names and addresses of each individual/entity and percentage of payment each should receive:

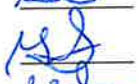
1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gabriel Martinez Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:


Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")


Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")


Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gabriel Martinez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW¼ NW¼ of Section 33, T33N, R8E, N.M.P.M., Conejos County, and has decreed priorities totaling 3.71 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April, 2031)

GS Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water

right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount
15	3.71

On such days the amount of water that the Subdistrict must provide to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $50.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

To the Subdistrict:

District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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, each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Gabriel Martinez Ditch

By: _____ 3/5/2026

Print Name: Gary Sandoval Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/5/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/5/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
Of the Trinchera Water Conservancy District,
acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Gary Sandoval

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between Wayne Quinlan ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company partially owns and operates 3.75 c.f.s. of the Heads Mill & Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ SE ¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 45.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% Owned
2	3.75	8.3%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Wayne E. Quinlan
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 5/14/24
Wayne Quinlan Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/14/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/14/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Home Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Home Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW ¼ SW ¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.5 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

MB Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
79	4.5

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Mike Bush
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Michael Bush — 22 MARCH 2025

Print Name: Michael Bush — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/28/2025

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/28/2025

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: — 4/3/25

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Michael Bush

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Rio Grande Water Conservation District ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the J.F. Chacon No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 14.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

___X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
44	7.54
49	4.54
97	1.0
142	1.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $0.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a

calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Amber Pacheco 4/17/24
Date

Print Name: Amber Pacheco
Deputy General Manager

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 4/22/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the J.F. Chacon No 3 D ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates a portion of the J.F. Chacon No. 3 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.31 cfs.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% of Priority Forbore
38	18.31	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31.05 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Quinlan Ranches Inc
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

J.F. Chacon No. 3 Ditch Owner

By: _____
Wayne Quinlan

4/10/24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/15/24
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/15/24
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

4/10/24
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Quinlan Ranches Inc

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

Priority	CFS In Ditch	Middlemist	Finley farm	Garcia	Wayne	2236 Romero's	Shirley Hamilton	Cloud	JoE Garcia
#2 Heads Mill	15	5.25		1	3.75	6			
#22 CANON			4.05						
#37 Heads Mill	1					1			
13TH #38 JF Chavez #3 ANCON	18.31	6.155			9.155			3	
#42 ANCON	10.8				7.35			3.45	
11TH #44	7.54	7.54							
#48 2F	30		30						
11TH #49 JF	4.54	4.54							
#60 AD Archuleta	10.31		8		2.56		1.75		
#96 AD Archuleta	8		2		6				
#97 JF 2nd Ent	2	1		1					
#100 AN CON	8							4	4
#113 Antonito			55.6	80 Shares / 255 Total					
#128 Martinez	26		16						
#142 JF 3rd Enlarg.	2	1		1					

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the La Del Rio Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

Y Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Y Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the La Del Rio Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 27, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 20.01 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__4__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
23	20.01

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 3.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

La Del Rio Ditch Company
% Arnella Vigil
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Del Rio Ditch Owner

By: _____ 3-1-24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/1/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: La Del Rio Ditch Company

Address to mail payment to: 90 Arnella Vista [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

[redacted]

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the LAS MESITAS DITCH ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

GR Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Las Mesitas ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NW¼ of Section 1, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 38.99 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

X Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to All acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

LAS MESITAS DITCH COMPANY
C/O JILL LUCERO
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ANY acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
26	38.99

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ditch Owner

By: _____ 4/12/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Las Mesitas Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Los Sauces Ditch Company ("Company") and the Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict") of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RW Water Activity Enterprise of Special Improvement District No. 6 (Subdistrict No. 6)

RECITALS

A. The Company owns and operates the Los Sauces Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 9, T35N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 88.43 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able

to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
32	88.43

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $175.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at

the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Sauces Ditch Company
[redacted]

To the Subdistrict:

Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
(719) 589-6301

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Los Sauces Ditch Owner

By: Toby Willett
Toby Willett, President

3-30-26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/30/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Sauces Ditch Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Water Activity Enterprises of Special Improvement Districts No. 3 (Conejos) and 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District ("Subdistricts") and the Manassa Land and Irrigation Company Ditch ("Company"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Company owns and operates the Manassa Ditch No. 3, the Manassa Westfield Ditch, and the Manassa Eastfield Ditch and the water rights decreed thereto, "sometimes collectively referred to as the "Ditches". The Manassa Ditch No. 3 diverts water from the Conejos River in the SW1/4 NE1/4 NE1/4 of Section 17, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 192.889 c.f.s. The Manassa Westfield Ditch diverts water from the Conejos River in the NE1/4 SW1/4 NE1/4 of Section 35, Township 34 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 139.0 c.f.s. The Manassa Eastfield Ditch diverts water from the Conejos River in the SE1/4 NW1/4 of Section 25, Township 34 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 38.6 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

JC Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the following water rights of the Company diverted from the Conejos River at the headgate of the Ditches by supplying water to the top of the affected Stream Reach:

2.1.1. The Manassa Ditch No. 3 under priority no(s). 1, 2, 5, 16, 48, 67, 68, 84 and 169.

2.1.2. The Manassa Westfield Ditch under priority no(s). 98, 112 and 162.

2.1.3. The Manassa Eastfield Ditch under priority no. 48.

Instead, the Subdistricts 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 Ditches 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 in the Preliminary Conejos 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 Ditches will be calculated each day the Ditches are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
Manassa Ditch No. 3	
1	29.79
2	11.00
2	29.10 AP
5	8.199
16	13.90
48	35.00
67	6.75
68	1.00
84	23.25
169	64.00
Note: 0.9 cfs of Priority 2 is left in the river per 97CW25	
Manassa Westfield Ditch	
98	30.00
112	24.00
162	85.00
Manassa Eastfield Ditch	
48	38.60

On such days the amount of water that must be provided by the Subdistricts 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 Subdistricts 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.

Subdistrict No. 3 will pay the Owners $ 10 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 10 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditches would have been able to divert if all unreplaced injurious depletions to the Ditches had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Company:

_____

_____

_____

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Company in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Manassa Land and Irrigation Company

By: _____ 4-11-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the McCarroll Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JAB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JAB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JAB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the McCarroll Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NE¼ of Section 3, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.72 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

__✓__ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

_____ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Company may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Company requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Company or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Company or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
47	13.72

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

McCarroll Ditch Company
c/o Denise Bell (Secretary)
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner/Representative

By: Fred L. Velasquez 4-30-2025
Date

Print Name: FRED L. VELASQUEZ

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/1/2025
Angelo Bellah, Program Manager **Date**

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/1/2025
Angelo Bellah, Program **Manager** **Date**

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/1/2025
Monty Smith, President **Date**

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: McCarroll Ditch Company
c/o: Denise Bell (secretary)

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. N/A
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Mill Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AH Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AH Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AH Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mill ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 31, T 34 N, R 10 E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 12.67 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JH Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
#9	12.67

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Mill Ditch
John Salazar
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T. Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Mogote Ditch and Northeastern Consolidated Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mogote Ditch and Northeastern Consolidated Ditch (sometimes collectively referred to as "Ditches") and the water rights decreed thereto. The Mogote Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 342.4 c.f.s. The Northeastern Consolidated Ditch diverts water from the Conejos River in the SE ¼ of Section 27, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 92.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X JP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach.

2.1.1. The Mogote Ditch under priority no. 115.

2.1.2. The Northeastern Ditch under priority no(s). 66, 119, and 127.

Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
66	34.71
115	342.40
119	41.25
127	16.84

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Mogote North eastern

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Mogote Ditch and the Northeastern Consolidated Ditch Company

By: _____ Mar. 27, 2024
Date

Print Name: Jim Paine

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Mogote/Northeastern Consolidated Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JS Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JS Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the New JB Romero D ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SE ¼ NE ¼ of Section 32, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 17.82 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

X Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals AUC acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
170	17.82

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

New JB Romero D Owner

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Ken Salazar ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Overflow Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 15, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.79 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

JH Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to all acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
20	11.79

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

Ken Salazar

c/o LeRoy Salazar

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

For: Ken Salazar

By: LeRoy J. Salazar

Print Name: LeRoy J. Salazar

3/27/25
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/25
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/25
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President

4/3/25
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ken Salazar Ranch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Richfield Canal ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:



Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Richfield Canal and the water rights decreed thereto. The Richfield Canal diverts water from the Conejos River in the SE1/4 NW1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 168.74 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, 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 Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Ditch 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)



Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Ditch.

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority nos. 59 and 105 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
59	56.24
105	112.50

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Ditch $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Ditch $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch under this Agreement is not a subordination of its water rights to any junior water rights, and is not an

agreement to reduce the call of its water rights on the Ditch. Under this Agreement the Ditch will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Ditch: Richfield Canal Co [redacted]

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Ditch and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Ditch, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each year for the term of the Agreement.

Richfield Canal

By: _____ 4-4-2023
James Henderson, (719) 588-8951 Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rich Field Canal Co

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Romero Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ SE¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 257.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1	26.57
23	11.43
34	25
136	25
168	77

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Romero

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Romero Irrigation Company

By: _____ Mar. 27, 2024
Date

Print Name: Jim Paine

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Romero Irrigation Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Sabine School Section Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Sabine School Section Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SE1/4 NE1/4 of Section 17, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 11.95 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
39	11.95

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Jim Paine
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Sabine School Section Ditch

By: _____ Mar. 27, 2024
Jim Paine Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Jim Paine [redacted] **50%**
2. Dennis Mealer [redacted] 50%
3. _____
4. _____
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Salazar Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Salazar Ditch and the water rights decreed thereto. The Salazar Ditch diverts water from the Conejos River in the SW1/4 NW1/4 of Section 6, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 12.32 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
8	12.32

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Jessie Boswell [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Salazar Ditch

By: Jessie Bagwell 4-27-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/28/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/28/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jessie Bagwell

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

4-10-2024

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the San Juan San Rafael Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JPC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JPC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the San Juan San Rafael Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 33, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.76 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

JPC ___✓___ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 0.4 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals n/a acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
27	47.76
143	4.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 15.49 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

San Juan San Rafael Irrigating and Mill Ditch
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

San Juan San Rafael Ditch Owner

By: _____ 2/15/2024
Date

Print Name: Jaspal P. Cassis

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/29/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/29/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: San Juan San Rafael Irrigating and Mill Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the San Rafael ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the San Rafael Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ SW¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 63.21 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

MB Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
13	8.81
28	8.81
69	4.0
177	41.59

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The

Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

San Rafael Ditch
C/O Mike Bush
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Michael Bush sec/treasurer — 27 MARCH 2025 (Date)

Print Name: Michael Bush

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ — 3/28/2025 (Date)
Angelo Bellah, Program Manager

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ — 3/28/2025 (Date)
Angelo Bellah, Program Manager

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ — 4/3/25 (Date)
Monty Smith, President

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: San Rafael + Conejos Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. N/A
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Sanford Canal Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Sanford Ditch ("Ditch") and the water rights decreed thereto. The Sanford Ditch diverts water from the Conejos River in the SE1/4 SW1/4 NE 1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 146.30 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

/// Ten Years (May 1, 2023 through April 30, 3033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority nos. 104 and 172 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
104	107.5
172	38.8

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Sanford Canal CO

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Sanford Canal Company

By: _____ 4/5/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Sanford Canal CO

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Servietta Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTE Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTE Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTE Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Servietta Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 31.571 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

RTS Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
5	23.571
111	4.00
129	4.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Servietta Ditch Company
c/o Sam Vance
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Servietta Ditch Owner

By: _____ 3-27-2024
Rick Espinoza Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/2024
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Servietta Ditch Company c/o Sam Vance

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Rancho Salazar – Cerro Largo, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JLL Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JLL Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JLL Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Trogillo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ SE¼ of Section 29, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 53.48 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JH Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount, and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and before its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
21	29.8
30	23.68

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement, but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Rancho Salazar – Cerro Largo, LLC

By: _____ 11-5-25
Date

Print Name: Rancho Salazar - Cerro Largo

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/6/25
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/6/25
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 11/19/25
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Willett Dairy Farm and Cattle Company ("Company") and the Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict") of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

RECITALS

A. The Company owns and operates the William Stuart Company Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 8, T35N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.40 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as

contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
43	11.40

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Willett Cattle Co.

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Alamo Ditch Owner

By: Toby Willett
Toby Willett, President

3-15-24
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/15/24
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from Hot Creek in the NW ¼ SW ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
22	11.08

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 3/17/26

Print Name: Jude Gallegos Date

By: _____ 3-17-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50%. 1. Veronica Gallegos [redacted]

50%. 2. Randy Porco [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 4 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 4 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from Hot Creek in the NW ¼ SE ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 12.32 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
19	12.32

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ Mar. 17, 2026

Print Name: Jude L. Gallegos — Date

By: _____ 3-17-26

Print Name: Randy Porco — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Veronica Gallegos [redacted]

50% 2. Randy Porco [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Jose E Atencio Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Jose E Atencio Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Hot Creek in the NE ¼ SW ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

RP Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
16	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Randy Porco
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Atencio

Company Owner

By: Randy Porco 1-9-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Alamos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTL Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTL Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTL Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Alamos Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 25 T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

RTL One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

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2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals zero acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
59	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

1. Ryan Lange / Jennifer Good
   [redacted]
2. Sierra Lomita, LLC c/o Armondo Valdez
   [redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Alamos

Company Owner

By: Ryan Lange / Jennifer Good, RN 11/29/2025

Print Name: Ryan Lange / Jennifer Good Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/8/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/8/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L. Smith 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Listed Below

Address to mail payment to: Listed Below

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. 70% - Ryan Lange / Jennifer Good - [redacted]
2. 30% - Sierra Lomita, LLC c/o Armondo Valdez - [redacted]
3.
4.
5.

FORBEARANCE AGREEMENT

John & Patricia Mestas

This Forbearance Agreement is entered into effective May 1, 2026 between ~~the Coddington Ditch~~ ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM Pam Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM Pam Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM Pam Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Coddington Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.16 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JM PAM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% owned
4	21.28	25%
87	29.88	25%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

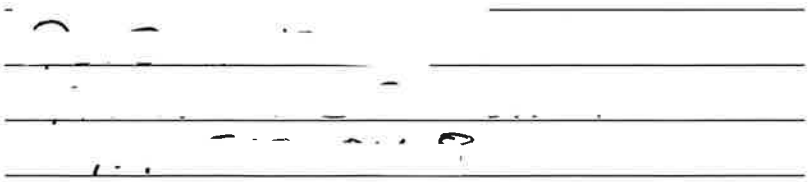
been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:



To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Patricia G Mestas

Print Name: Patricia A Mestas

Date: 3/23/26

By: _____

Print Name: _____

Date: _____

By: John Mestas

Print Name: John Mestas

Date: 3/24/26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

3/23/26

Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

3/23/26

Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L Smith

Monty Smith, President

3/30/2026

Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Patricia Mestas [redacted] 25%
2. John Mestas [redacted] 25%
3. J _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between ~~the~~ Lloyd Reynolds ~~Coddington Ditch~~ ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Coddington Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.16 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LA One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% owned
4	21.28	50%
87	29.88	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 750 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

<u>If payments are to be split, please indicate the following</u>:

Names and addresses of each individual/entity and percentage of payment each should receive:

50 % 1. Lloyd Reynolds [redacted]

50 % 2. ~~Frank Mestas~~ [redacted]

3. ~~and/or Patricia~~

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 30.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__MS__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __N/A__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
106	30.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 20.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Co.
PO Box 993
Alamosa, CO 81101

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Matthew Sinclair 3-3-26

Print Name: Matt w Sinclair Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/3/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/3/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L Smith 3/30/2026
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Eskridge Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____X_ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Eskridge Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.34 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

___X__ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.5 below is the calling water right, except as provided in paragraph 2.5 below. The calling water right each day will be

deemed to be the last priority served on that day as identified in the Preliminary Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. On days meeting the criteria of 2.2 above, the Company can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the top of the affected stream reaches during the irrigation season.

2.4. The number of acre-feet of injurious depletions to the water right decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
23	2.5
52	7.84

% owned
36%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.4, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: _____ By: _____

Print Name: Christopher Chavez Print Name: Bernadette Garcia

Date: 4/6/2026 Date: 4/6/2026

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/6/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Eskridge Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____X_ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Eskridge Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.34 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
23	2.5
52	7.84

% owned
647.

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will

have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Aaron W Peterson

Print Name: Aaron W Petesson

Date: 3-12-26

By: Michael W Petesson

Print Name: Michael W Petesson

Date: 3-12-26

By: _____

Print Name: Steven A. Rivera

Date: 3/12/2026

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

4/6/2026
Date

Company Owners

By: Aaron W Peterson

Print Name: Aaron W Peterson

Date: 3-12-26

By: Michael W Peterson

Print Name: Michael W Peterson

Date: 3-12-26

By: Karen M Amundson-Gallegos

Print Name: KAREN M. AMUNDSON GALLEGOS

Date: 3/25/2026

By: Steve Gallegos

Print Name: STEVE GALLEGOS

Date: 3/25/2026

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

_____
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Aaron & Michael Peterson Farms & Ranch

Steven A. Rivera Family Trust

Karen Amussen & Steve Gallegos

Names and addresses of each individual/entity and percentage of payment each should receive:

1. [redacted] 24%
2. [redacted] 19%
3. _____
4. [redacted] 21%
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NE ¼ of Section 24, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

RP Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
20	11.08

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Randy Porco
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Attorney Gallegos

Company Owner

By: Randy Porco 1-9-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Garcia Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BG Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BG Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BG Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Garcia Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 17, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.31 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
6	2.31

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the H. Louise Shawcroft Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DF Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DF Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DF Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the H. Louise Shawcroft Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 8.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

DT Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals __NA__ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-10	8.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

David Fancette
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Shawcroft

Company Owner

By: David Faucette 1-20-26

Print Name: David Faucette Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 1/20/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 1/20/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hansen La Jara Overflow Ditch No. 3 and Swamp Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hansen La Jara Overflow Ditch No. 3 and the Swamp Ditch ("Ditches") and the water rights decreed thereto. The Ditches diverts water from the La Jara Creek. The Hansen La Jara Overflow Ditch No. 3 is located in the NW ¼ NW ¼ of Section 18, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.28 c.f.s. The Swamp Ditch is located in the NW ¼ NE ¼ of Section 17, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.49 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Hansen La Jara Overflow Ditch No. 3

Priority No.	Amount (c.f.s.)	% Ownership
4	21.28	50%

Swamp Ditch

Priority No.	Amount (c.f.s.)	
5	2.49	50 %

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $ 80 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: John Mestas

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 per ditch. If the Agreement includes all Subdistricts, the total bonus will be $600.00 per ditch over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 per ditch for each year of the term of the Agreement. The total annual bonus payment will be $900.00 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 per ditch for a total of $2,700.00 per ditch paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 per ditch for each year of the term of the agreement. The total annual bonus payment will be $2,500 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 per ditch for a total of $7,500.00 per ditch paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 per ditch for each year of the term of the agreement. The total annual bonus payment will be $10,000 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 per ditch for a total of $30,000.00 per ditch paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John Mestas _____ _____

Print Name: John Mestas Date 3/24/26

By: _____ _____

Print Name: _____

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah _____ 3/24/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah _____ 3/24/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hansen La Jara Overflow Ditch No. 3 and Swamp Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

_____ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

_____ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hansen La Jara Overflow Ditch No. 3 and the Swamp Ditch ("Ditches") and the water rights decreed thereto. The Ditches diverts water from the La Jara Creek. The Hansen La Jara Overflow Ditch No. 3 is located in the NW ¼ NW ¼ of Section 18, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.28 c.f.s. The Swamp Ditch is located in the NW ¼ NE ¼ of Section 17, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.49 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

PAM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals ____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Hansen La Jara Overflow Ditch No. 3

Priority No.	Amount (c.f.s.)	% Ownership
4	21.28	50%

Swamp Ditch

Priority No.	Amount (c.f.s.)	
5	2.49	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 per ditch. If the Agreement includes all Subdistricts, the total bonus will be $600.00 per ditch over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 per ditch for each year of the term of the Agreement. The total annual bonus payment will be $900.00 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 per ditch for a total of $2,700.00 per ditch paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 per ditch for each year of the term of the agreement. The total annual bonus payment will be $2,500 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 per ditch for a total of $7,500.00 per ditch paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 per ditch for each year of the term of the agreement. The total annual bonus payment will be $10,000 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 per ditch for a total of $30,000.00 per ditch paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Patricia A Mestas — 3-23-26

Print Name: Patricia A. Mestas — Date

By: _____ _____

Print Name: _____

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/23/26

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/26/26

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ — 3/30/2026

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Patricia A. Mestas [redacted]
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hardtack North Branch Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hardtack Ditch North Branch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 17, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.45 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount; if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Ditch	Priority No.	Amount (c.f.s.)
Hardtack North Branch	56	9.45

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 cw per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Hardtack

Company Owner

By: _____ 9-24-25

Print Name: Bob PeTerson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hardtack South Branch Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hardtack Ditch South Branch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 17, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount; if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __N/A__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Ditch	Priority No.	Amount (c.f.s.)
Hartack South Branch	56	9.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Keystone Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

SC SM Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

SC SM Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

SC SM Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Keystone Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.81 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

SC JM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
104	2.81

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 10 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Keystone

Company Owner

By: Loren Mortensen 1/16/2026

Print Name: Loren Mortensen Date 1-16-2026

APPROVED: Shad Crowther

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/19/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/19/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Loren Mortensen

Address to mail payment to: [redacted]

Shad Crowther [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Loren Mortensen 50%
2. Shad Crowther 50%
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the L. E. Shawcroft Sons Irrigation Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MF Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MF Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MF Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the L. E. Shawcroft Sons Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ NW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

MF Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-18	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Martelle Faatz 3/20/26

Print Name: Martelle Faatz Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/20/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/20/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President 3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Mantle Faatz

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1.
2.
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Le Mita No. 1 Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AV Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AV Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Le Mita No. 1 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 25, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

AV Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __ALL__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals ___0____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
25	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $_75___ per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

____ Le Mita No. 1 Ditch _____

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Mirada

Company Owner

By: _____ January 15, 2026

Print Name: __Armando Valdez for Sierra Lomita, LLC__ Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: __Sierra Lomita, LLC_____

Address to mail payment to: __[redacted]_____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Le Mita No. 2 Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AV Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AV Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Le Mita No. 2 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ SE ¼ of Section 35, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.51 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

AV Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _ALL_ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals ___0___ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
6	2.31
53	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $__75___ per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

____Le Mita No. 2 Ditch_____

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Mita #2

Company Owner

By: _____ January 15, 2026

Print Name: _By_Armando Valdez for Sierra Lomita, LLC_ Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: __Sierra Lomita, LLC_____

Address to mail payment to: _[redacted]_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Loise Shawcroft Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DT Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DT Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DT Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Louise Shawcroft Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ SW ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 3.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

DT Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
51499.44634	3.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

David Fanchette
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Shawcroft

Company Owner

By: David Faucette 1-20-26

Print Name: David Faucette Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Lower La Jara Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Lower La Jara Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 34.9 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

SR One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals __0__ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
63	18.67
65	6.23
81	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Lloyd Reynolds

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts. the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: Dean Reynolds

Print Name: Dean Reynolds

Date: 2.3.26

By: Kenneth Reynolds

Print Name: Kenneth Reynolds

Date: 2-3-26

By: [signature]

Print Name: Austin Miller

Date: 3/2/26

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature]
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature]
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: [signature]
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

25%
1. Floyd Reynolds [redacted]
2. Vaughn Mellon
3. Kenneth Reynolds
4. Dean Reynolds
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Mc Cunniff Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

____ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

____ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mc Cunniff Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 14, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.6 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__✓__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
7	16.6

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: McCunniff Ditch

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: See Signature Page 02/01/2026

Print Name: McCunniff Ditch Owners Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/10/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/10/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 2/19/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: McCanniff Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Fred Rivera - Fred Rivera
2. [signature] - Bob Peterson
3. Sierra Lomita, LLC By [signature]
4. [signature] - Armanda Valdez
   [signature] - Jessica Valdez
5. [signature] STEVE GALLEGOS
6. David Muniz DAVID MUNIZ
7. [signature] Steven M. Rivera
8. Ann Braiden ANN Braiden

Jeremy Silva [signature]
Keylenz Silva Keylenz Silva

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Miller Ditch La Jara ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Miller La Jara ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 15, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 66.4 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-2	66.4

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Miller ditch

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Miller Ditch c/o Bob Peterson 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Miller Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Murphy Crowther Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Murphy Crowther Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NW ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

DR One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-14	18.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Dean Reynolds
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Dean Reynolds 2-3-26

Print Name: Dean Reynolds Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/13/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/13/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith 3/30/2026
Monty Smith, President Date

X Lloyd Reynolds

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Dean Reynolds [redacted]

50% 2. Lloyd Reynolds [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Nate Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JdCn Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JdCn Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JdCn Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Nate Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SE ¼ of Section 18, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.45 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

KCR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
61	7.80
79	5.65

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Kip Norton

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-25-25

Print Name: Kip Norton Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/25/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/25/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Kip Norton

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Newcomb Bros Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Newcomb Bros Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ NE ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.18 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
23	9.02
42	7.16

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Petesson Farms & Ranch, LLC
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Aaron W Peterson 3-12-26

Print Name: Aaron W Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/12/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/12/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Pino Real Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

TR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

TR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Pino Real ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NE ¼ of Section 10, T34N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.2 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

TR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
49	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 100.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Thomas Ruybal

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Thomas Ruybal 3-13-2026

Print Name: Thomas Ruybal Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/13/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/13/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reed Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reed Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ SE ¼ of Section 22, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

__X__ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-3	6.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Kenneth Reynolds
Print Name: Kenneth Reynolds
1-26-2026
Date

By:
Print Name: Brock Canty
1-26-2026
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager
2/10/26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager
2/10/26
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President
2/19/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50 %

1. Nortonville Cattle Company
2. [redacted]
3. W and K Reed and company (Warren Reed)
4. [redacted]
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reed Ditch 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reed 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ SW ¼ of Section 22, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LA One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-5	4.0
1957-6	14.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: Kenneth Reynolds

Print Name: Kenneth Reynolds

Date: 2-3-26

By: Warren K. Reed

Print Name: WARREN K. REED

Date: 2-16-26

By: Ramona Kaye Martin

Print Name: Ramona Kaye Martin

Date: 2-23-2026

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

25%
1. Kenneth Reynolds [redacted]
2. Lloyd Reynolds [redacted]
3. Castle Co. Dwight Martin [redacted]
4. Warren Reed [redacted]
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reynolds Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reynods ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LK One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals __0__ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-7	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Floyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

100% 1. Lloyd Reynolds owner [redacted]

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reynolds Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reynods ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LK One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1957-16	7.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

100% 1. Lloyd Reynolds owner [redacted]

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Romero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NW ¼ of Section 25, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.68 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
18	7.68

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $100 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Romero

Company Owner(s)

By: [signature] 1-16-26
Date

Print Name: Johnathan Shannon Wright
Amber Wright

By: Sam Spouncas 1-16-26
Date

Print Name: Sam Spouncas
[illegible]

By: Loren Mortensen 1-19-26
Date

Print Name: Loren Mortensen

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bell 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature] 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: [signature] 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

Shannon & Amber Wright

1. [redacted] 29%

2. [redacted] 26%

Sam Spounias

3. _____

Loren Mortensen

4. [redacted] 45%

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Sanco Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JG/TR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JG/TR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JG/TR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Sanco ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW¼ NW ¼ of Section 2, T34N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.2 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

____ One Year (May 1, 2026 through April 30, 2027)

____ Three Years (May 1, 2026 through April 30, 2029)

____ Five Years (May 1, 2026 through April 30, 2031)

JG/TR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
43	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 100.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Thomas Ruybal 3-13-2026
Date

Print Name: THOMAS Ruybal

By: 3/29/2026
Date

Print Name: JUAN GARZA
PRESIDENT, LCA

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/13/26
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/13/26
Angelo Bellah, Program Manager
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026
Monty Smith, President
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of:

Address to mail payment to:

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Thomas Zuybal [redacted] 40 ~~50~~ %
2. Juan Garza [redacted] 60 %
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Valley Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Valley Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 15, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.12 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
12	21.12

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ Mar 12-2026
Date

Print Name: DAVID MUNIZ

By: _____ 3/17/2026
Date

Print Name: Martin Gonzales

By: _____ 3/17/26
Date

Print Name: Jude Gallegos

By: _____ 3/20/26
Date

Print Name: Margaret Large

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/12/26
Angelo Bellah, Program Manager — Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/12/26
Angelo Bellah, Program Manager — Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. David Muniz [redacted] 10.24%
2. Maria & Martin Gonzales [redacted] 49.58%
3. Veronica Gallegos [redacted] 27.64%
4. Margaret Tino Large [redacted] 12.54%
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Llano ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the El Llano ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Los Pinos River in the __ ¼ NE ¼ of Section 26, T32N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 31.18 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Los Pinos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

PP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Los Pinos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/a acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
41	31.18

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day. Forty

3. Payment. Each Subdistrict will pay the Company $ 40.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: El Llano Ditch
c/o Robert Bacl
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Rudolph E. Pacheco 4-10-2024

Print Name: Rudolph E. Pacheco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L Smith 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: El Llano Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. 100% El Llano
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Pinos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Los Pinos Ditch ("Ditch") and the water rights decreed thereto. The Los Pinos Ditch diverts water from the Los Pinos River in the SW1/4 of Section 24, Township 32 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 22.94 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Los Pinos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years 2020, 2021 and 2022

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2020 through April 30, 2021)

_____ Three Years (May 1, 2020 through April 30, 2023)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV X Ten Years (May 1, 2023 through April 30, 2033)

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Los Pinos River at the headgate of the Ditch under priority no(s). listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
7	22.94

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $__70____ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $__70____ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Los Piños Ditch No. 7

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Los Pinos Ditch

By: _____, President

04/25/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/25/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/25/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ___Los Piños Ditch No. 7_____

Address to mail payment to: ____ [redacted] _____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Centennial Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JH Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

JH Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JH Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Centennial Ditch ("Ditch") and the water rights decreed thereto. The Centennial Ditch diverts water from the Rio Grande in the SE¼ SW¼ of Section 35, T39N, R8E, N.M.P.M., and has decreed priorities totaling 82.4 c.f.s. from the Rio Grande

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

JH Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will agree to forebear from requiring each Subdistrict to replace injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Centennial Ditch Company while Priority 173 is the calling water right and ongoing through the irrigation season for Priority 32 with approval by Ditch Superintendent at least 48 hours in advance of Priority 32 approaching on Call status on the Rio Grande. Each Subdistrict may choose to remedy injurious stream depletions under this agreement or by providing water, in its sole discretion.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a

running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. At any time while Priority 32 is the calling water right on the Rio Grande and the ditch is in forbearance with one or more Subdistricts, the Ditch Superintendent can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the ditch headgate during the irrigation season. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under the Subdistricts ARPs will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in each Subdistrict's ARP, as approved by the State and Division Engineers.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
32	47.4
173	35.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Centennial Ditch Company
118 Washington Street
Monte Vista, CO 81144

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Centennial Ditch Company

By: _____ 3-16-23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Centennial Irrigating Ditch Co.

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("FWS") ,the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District acting as a Water Activity Enterprise ("Trinchera Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MO Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"

MO Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

MO Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

MO Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

MO Trinchera Subdistrict

RECITALS

A. FWS owns and operates the Chicago Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SE¼ SE¼ of Section 11, T37N, R10E, N.M.P.M., and has decreed priorities totaling 66.4 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS, is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

N.O Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by FWS.

2.1. Under the terms of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the top of the affected stream reaches during

the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both FWS and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

Priority No.	Amount (c.f.s.)
174	23.2
196	3.2
1934-14	40.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS $164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS with an accounting of the unreplaced injurious depletions to

FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement FWS will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 El Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance.

In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay FWS for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by FWS or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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, and also includes Federal holidays, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. FWS may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of FWS, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

Chicago Ditch Owner

By: _____ 4-1-2026
Date

Print Name: Mike Oldham

APPROVED:
Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4-2-2026
Quinton Norris, Program Manager Date

APPROVED:
Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/2/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

L C Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

L.C. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

L.C. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") 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 505.92 c.f.s. from the Rio Grande

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

L.C. Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring each of the Subdistricts to replace up to 500 acre-feet of injurious stream depletions to the water rights of the Ditch diverted from the Rio Grande River at the headgate of the Ditch under priority nos. 236A, 310A, 335A, 361A and 361B by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the

top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of a Subdistrict's estimated unreplaced depletions to the Empire Canal during the term of this Agreement equals 500 acre-feet, that Subdistrict will begin replacement of all injurious stream depletions to the Empire Canal.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
236A	312.30
310A	6.00
335A	2.30
361A	92.00
361B	93.32

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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
P.O. Box 993
Alamosa, CO 81101

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Commonwealth Irrigation Company

By: Lawrence Crowder 3-14-2024
Date

Print Name: Lawrence Crowder

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Commonwealth Irrigation Company

Address to mail payment to: P.O. Box 993
Alamosa, CO 81101

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into, effective May 1, 2026, between the Excelsior Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

R.O. Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

R.O. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

R.O. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Excelsior Ditch ("Ditch") and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE1/4 NW1/4 of Section 6, T38N, R9E, N.M.P.M., and has decreed priorities totaling 89.70 c.f.s. from the Rio Grande

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:
Please initial next to your selection:

R.D. One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring each of the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day, as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of

water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
74	8.4
163	45.7
249	6.2
262	29.4

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment: The Subdistrict will pay the Company $ 275 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the

Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Excelsior Ditch Company
PO Box 631
Monte Vista, CO 81144

To the Subdistricts:

Deputy General 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 the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts to pay the Ditch 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Ditch or the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Excelsior Ditch Company

By: Roy H. Oliver
Print name: Roy H. Oliver

2-24-26
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Excelsior Ditch Company

Address to mail payment to: ~~118 Washington Street~~ P.O. Box 631
Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between Special Improvement District No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and the San Luis Valley Irrigation District ("Company"), (sometimes collectively referred to as the "Parties"),

RECITALS

A. The Company owns and operates the Farmers Union Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande River in the NE¼ SW¼ of Section 36, T40N, R6E, N.M.P.M., and has decreed priorities totaling 801.36 c.f.s.

B. The Subdistrict is responsible for implementing the 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 Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

RWP One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 25.0 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority Nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells

operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals **25.0** acre-feet, the Subdistrict will have the option to forbear an additional **500.0** acre-feet at a cost of **$250.0** per acre-foot or will begin replacement of all injurious stream depletions to the Ditch with wet water.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
314	138.8
328T	0.25
353T	0.95
1903-17B	5.45
1903-22F	105.41
1903-24F	280.47
1903-30F	159.69
1903-34G	110.18

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company **$0.00** per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach up to a maximum of **25.0** acre-feet pursuant to the terms of this Agreement.

With the execution of the Long-Term Storage Agreement in January of 2021 between the Rio Grande Water Conservation District ("District") and the Company at Rio Grande Reservoir ("Reservoir"), the District's Board of Directors has agreed to offer the Subdistrict that is storing water within the District's leased space in the Reservoir a no-cost forbearance agreement. Subdistrict #6 currently has **1911.6** acre-feet of water stored in the Reservoir.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

No payment for a maximum of 25.0 acre-feet of unreplaced injurious depletions will be required to the District, however, the accounting of the unreplaced injurious depletions to the water rights of the District needs to be provided.

4. No Subordination or Waiver of Right to Call. The forbearance by the 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 Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

San Luis Valley Irrigation District
c/o President
P.O. Box 637
Center, CO 81125

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

San Luis Valley Irrigation District

By: _____ 12-15-2025
Robert Phillips Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 12/15/25
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should **be made in the name of:** **San Luis Valley Irrigation District**

Address **to mail** payment **to:** **PO Box 637, Center, CO 81125**

If payments are to be split, please indicate the following:

Names **and** addresses **of each** individual/entity **and** percentage **of** payment **each** should **receive:**

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District acting as a Water Activity Enterprise ("Trinchera Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

M.O Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"

M.O Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

M.O Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

M.O Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

M.O Trinchera Subdistrict

RECITALS

A. FWS owns and operates the New Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SW¼ NW¼ of Section 28, T37N, R11E, N.M.P.M., and has decreed priorities totaling 30.43 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

M.O Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by FWS.**

2.1. During the term of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as

may be required for transit of water from storage to the top of the affected stream reaches during the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both FWS and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

Priority No.	Amount (c.f.s.)
1903-22	2.61
1903-49A	2.61
1903-62	5.21
1959-25	20.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS $164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS's with an accounting of the unreplaced injurious depletions to FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement FWS will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 El Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay FWS for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by FWS or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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, and includes Federal holidays, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. FWS may not assign its rights or delegate

its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of FWS, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

New Ditch Owner

By: _____ 4-1-2026
Date

Print Name: Mike Oldham

APPROVED:
Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4-2-2026
Quinton Norris, Program Manager Date

APPROVED:
Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/2/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Mike Kruse ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MK Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

MK Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

MK Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Owner may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Owner at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

MR Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Owner 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 Owner will be calculated each day the Owner is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Owner 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 Owner would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's respective ARP's as approved by the State and Division Engineers. The actual amount of injurious depletions to the Owner during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Owner are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% Owned
178	11.21	58.1%
198	19.59	20.0%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Owner is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Owner to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Owner would have been able to divert if all unreplaced injurious depletions to the Owner had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the 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 its water rights on the Ditch. Under this Agreement the Owner will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner:

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the 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 Owner or the Subdistricts 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 Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the

length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

Mike Kruse, Owner

By: _____ 3/29/23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between Ponderosa Partnership, LLC ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of the decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that the ARP covers. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The 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 Owner's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistricts reserves the right not to accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, the Ditch or Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. **Forbearance by the Owner.**

2.1. During the term of this Agreement, the Owner will forbear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day, as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, with both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

"Special Water" Priorities

Priority No.	Amount (c.f.s.)	% Owned
178	11.21	17.5%
198	19.59	16.3%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistricts will pay the Owner $ 250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen 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 35 days of the date the Subdistricts provides the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the 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 its water rights on the Ditch. Under this Agreement the Owner will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this

Agreement, the Owner will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Owner:

Ponderosa Partnership, LLC

[redacted]

To the Subdistrict:

Deputy General 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 Owner's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the 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 Owner or the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must

be true and correct in all material respects on the date hereof, and are 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 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

(signatures on following page)

Ponderosa Partnership, LLC

By: _____ 11-11-2025
Date

Name: Jake Burris

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/12/25
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/12/25
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/12/25
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ponderosa Partnership, LLC

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between Special Improvement District No. 6 (Alamosa/La Jara) of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and the Rio Grande Canal Water Users' Association ("Company"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Company owns and operates the Rio Grande Canal ("Ditch") 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 1,648.50 c.f.s., including special water rights delivered in the Rio Grande Canal, of which the Rio Grande Canal Water Users Assn. are partial owners of some of these special water rights. This agreement does not include the winter recharge rights.

B. The Subdistrict is responsible for implementing the 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 Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

__X__ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace up to 900 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day, as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the

affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of a Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals 900 acre-feet, that Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

"Special Water" Priorities		
Priority No.	**Amount (c.f.s.)**	**% Owned**
176	2.80	100.00%
178	11.20	18.64%
197	20.00	83.05%
198	19.60	57.07%

Rio Grande Canal Water User's Assn. Priorities	
Priority No.	**Amount (c.f.s.)**
216-A	318.40
276-A	22.80
288-A	22.70
312-A	26.00
338 ½-A	33.60
344	24.40
358-A	16.60
363-A	43.40
363-B	52.00
365	293.70
1903-24C	45.00
1903-30C	84.96
1903-34C	48.99
1903-37B	38.74
1903-41B	41.34
1903-45C	88.14
1903-46C	81.71
1903-49D	183.60
1903-52C	82.68
1903-57A	44.92
1903-61A	43.62

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under its 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 the Subdistrict:

Deputy General 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 the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement, but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby includes a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the total annual bonus payment will be $200.00 paid over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 for each year of the term of the Agreement. The total annual bonus payment will be $1,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 for each year of the term of the Agreement. The total annual bonus payment will be $3,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

(*signatures on following page*)

Rio Grande Canal Water Users' Association

By: _____ 3/4/26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/6/26
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Canal Water Users

Address to mail payment to: 147 Washington St
Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between David Toews ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DWT ✓ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

DWT ✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DWT ✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Owner may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Owner at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

DWT Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Owner 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 Owner will be calculated each day the Owner is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Owner 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 Owner would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's respective ARP's as approved by the State and Division Engineers. The actual amount of injurious depletions to the Owner during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Owner are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% Owned
198	19.59	6.6%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Owner is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Owner to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Owner would have been able to divert if all unreplaced injurious depletions to the Owner had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the 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 its water rights on the Ditch. Under this Agreement the Owner will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner: DAVID W TOEWS

[redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the 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 Owner or the Subdistricts 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 Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

David Toews, Owner

By: _____ APRIL 11, 2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: DAVID W TOEWS

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Lariat Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande Lariat ("Ditch") and the water rights decreed thereto. The Rio Grande Lariat diverts water from the Rio Grande in the NE¼ SW¼ of Section 22, T39N, R7, N.M.P.M., and has decreed priorities totaling 106.78 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 500_____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
217	53.02
1903-12A	2.61
1903-17	3.62
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
1903-22A	5.86

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $35.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company: Lariat Ditch Company
118 Washington Street
Monte Vista CO 81144

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ditch Owner

By: _____ Pres

4/14/2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Canal Ditch Company

Address to mail payment to: 118 Washington Street
Monte Vista CO 8144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

ADDENDUM to the FORBEARANCE AGREEMENT

Between

The Lariat Irrigation Company and the Rio Grande Water Conservation District, acting for and on behalf of the Water Activity Enterprises of Special Improvement District No. 2, Special Improvement District No. 3, and Special Improvement District No. 6, of the Rio Grande Water Conservation District

Section 2.5, Priorities Decreed to the Ditch

The following priorities will supersede the priorities listed in the original Forbearance Agreement:

Priority No.	Amount (c.f.s)
217	53.02
1903-12A	2.61
1903-17	3.62
1903-22A	5.86
1903-24B	15.87
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

LARIAT IRRIGATION COMPANY

By: _____ Date: 05/30/2024
Ted Hammonds, President

Special Improvement District No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District, Water Activity Enterprise

By: _____ Date: 05/30/2024
Angelo Bellah, Program Manager

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Piedra Valley Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande Piedra Valley Ditch and the water rights decreed thereto ("Ditch"). The Ditch diverts water from the Rio Grande River in the SW1/4 SE1/4 of Section 8, Township 39 North, Range 7 East, N.M.P.M. in Rio Grande County, Colorado, and has decreed priorities totaling 94.48 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_X_ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
146	42.90
241	32.80
1903-24	0.38
1903-30	0.85
1903-34	1.14
1903-45	1.91
1903-46	0.57
1903-49	3.00
1903-52	3.05
1903-57	4.46
1903-61	3.42

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $25.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Rio Grande Valley Ditch CO.
1604 County Rd. 28
Monte Vista, CO 81144

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Rio Grande Piedra Valley Ditch Company

By: _____ 4-13-23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Valley Ditch Company

Address to mail payment to: 1604 Cty Rd 28
Monte Vista CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Rio Grande San Luis Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande San Luis Ditch and the water rights decreed thereto ("Ditch"). The Ditch diverts water from the Rio Grande River in the NE1/4 SW1/4 of Section 22, Township 39 North, Range 7 East, N.M.P.M. in Rio Grande County, Colorado, and has decreed priorities totaling 53.24 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

__X__ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a

running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2025 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
156	1.00
204	14.60
217	0.38
220	5.50
298	9.52
1903-22D	19.06
1903-30E	0.54
1903-34B	2.48
1903-57E	0.16

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate

the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Rio Grande San Luis Ditch
PO Box 631
Monte Vista, CO 81144

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific

performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Rio Grande San Luis Ditch

By: _____ 2/7/25
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ~~Rio Grande San Luis Ditch~~ Consolidated Ditch and Headgate Co.

Address to mail payment to: PO Box 631, Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Broyles Overflow No. 4 Ditch ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E. S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

E. S. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Broyles Overflow No. 4 Ditch and the water rights decreed thereto. The Broyles Overflow No. 4 Ditch diverts water from the Rio San Antonio in the NE1/4 SW1/4 of Section 30, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 5.50 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, 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 Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running

total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
71	1.50
72	2.50
73	1.50

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistricts will pay the Owner $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement the Ditch

will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch:

_____
_____
_____
_____

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Elliott Salazar

By: _____ 4/11/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the 8 mile ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JD Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JD Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JD Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the 8 mile ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the NE¼ NE ¼ of Section 17, T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 40.78 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

___ One Year (May 1, 2024 through April 30, 2025)
___ Three Years (May 1, 2024 through April 30, 2027)
___ Five Years (May 1, 2024 through April 30, 2029)
___ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
194C	30.00
196C	10.78

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

8 mile Ditch
John Salazar
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: 8 mile Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

Florida

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Florida / Riede / Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

~~Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"~~

Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Florida Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW¼ SE¼ of Section 29, T33N, R9E, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 20.80 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 1,000 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
116	20.80

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company: Los Coyotes Lucero, LLC.
[redacted]
Alianza Lucero, LLC
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.1 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.2 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.3 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.4 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Florida Ditch / Riedel

By: Jill Lucero
Melvin Lucero

3/30/2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah, Program Manager

3/30/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah, Program Manager

3/30/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah, Program Manager

3/30/23
Date

To ensure payments are made correctly, please fill in the following:

See Below

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Los Coyotes Lucero, LLC. [redacted]

50% 2. Alianza Lucero, LLC [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

___ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Galvis Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NE ¼ of Section 18, T32N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.97 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to All acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals A2C acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
36	10.97

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Galvis Ditch

By: _____ 4-1-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Jaramillo Overflow No. 2 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NW ¼ of Section 30 T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X_ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
75	2.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Lucero, LLC.
C/o Jill Lucero
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Jaramillo Overflow No. 2 Ditch

By: _____ 4-6-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

SMD - Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

tJJ Water Activity Entmprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Lovato Irrigation ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW ¼ SE ¼ of Section 25, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 27.58 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management {"Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreemen½ the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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)(l)(B), C.R.S., pursuant to which injuzy to the Company's water right is remedied by m other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

__ Three Years (May 1, 2023 through April 30, 2026)

__ Five Years (May 1, 2023 through April 30, 2028)

l,,.. 5,c(jic_ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ,1U,.. _ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
33	27.58	50%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Lovato Ditch

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

_____ 4/11/23

4/28/23

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucco, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Maes Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

___X___ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Maes Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the NW¼ NW¼ of Section 35, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.00 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

___X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to **1,000** acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
116	2.925
180	1.075

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company **$30.00** per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will

have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Maes Ditch Co
c/o LeRoy Salazar
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Maes Ditch

By: _____ 4/9/24
LeRoy Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/11/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: L&L Engineering, LLC

Address to mail payment to: LeRoy Salazar, [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

_____ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Martinez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW ¼ SE ¼ of Section 29, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.68 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
57	13.68

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Ranch, LLC
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or

delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Martinez Ditch Owner

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Andrew Velasquez for Punche Ditch Water Users ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Punche Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NE ¼ of Section 33 T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 15.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

___X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
94	15.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the

payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

ANDREW VELASQUEZ
PUNCHE DITCH WATER USERS
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Andrew Velasquez for Punche Ditch Water Users

By: _____ 4/27/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ANDREW VELASQUEZ

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

Riedel

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

~~___X___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 2"~~

___X___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

___X___ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Riedel Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW¼ SE¼ of Section 29, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.75 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

___X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
192	13.75

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $30.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen 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 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Los Coyotes Lucero, LLC
[redacted]

Copy to:

Alianza Lucero, LLC
5730 Velvet Ct.
Colorado Springs, CO 80918

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full

replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay 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 the Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are 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 Company 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 Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Florida Ditch / Riedel

By: _____
Melvin Lucero

3/30/2023
Date

APPROVED:

~~**Special Improvement District No. 2**~~
~~**of the Rio Grande Water Conservation District,**~~
~~**Water Activity Enterprise**~~

By: _____
Angelo Bellah, Program Manager

3/30/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/30/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/30/23
Date

To ensure payments are made correctly, please fill in the following:

See Below

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Los Coyotes Lucero, LLC. [redacted]

50% 2. Alianza Lucero, LLC [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Rincones Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JLA Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JLA Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JLA Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Rincones ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SW ¼ SW ¼ of Section 5, T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 22.25 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JJ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 _____ Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
24	22.25

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Rincones Ditch Company
C/o John Salazar President
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the New Cenicero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E.S. Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

E.S. Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

E.S. Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Senicero ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SE ¼ SW ¼ of Section 27, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.31 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

S.S. Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to n/a acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals n/a acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
11	18.31

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

President of New Conditions Ditch Co.

By: Elliott H. Salazar 4/16/24

Print Name: Elliott H. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Sinecco Ditch Co. c/o Elliott Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Sisneros Ditch ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

S.S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

S.S Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Sisneros Ditch and the water rights decreed thereto. The Sisneros Ditch diverts water from the Rio San Antonio in the SE1/4 SE1/4 of Section 26, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 6.55 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, 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 Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years in which the agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X___ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the

top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
187	6.55

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistricts will pay the Owner $ 50.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch under this Agreement is not a subordination of its water rights to any junior water rights, and is not an

agreement to reduce the call of its water rights on the Ditch. Under this Agreement the Ditch will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch:

_____

_____

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Sisneros Ditch

By: _____ 4/11/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Star Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JJ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JJ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JJ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Star ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SE ¼ SE ¼ of Section 26, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.3 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

AJS Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
185	6.3
186	4.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Star Ditch
John Salazar
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: John Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO"), as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict", sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

NS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

NS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

NS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos River and Rio San Antonio (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Company owns and operates the Taos Valley Canal No. 3 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the NE ¼ SW ¼ of Section 25, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 245.0 c.f.s.

D. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

E. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

F. The Company, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

G. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
141	245.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

San Luis Valley Irrigation Well Owners, Inc.
P.O. Box 631
Monte Vista, CO 81144

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent must not be unreasonably withheld.

7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

San Luis Valley Irrigation Well Owners, Inc.

By: _____ 3/19/26
Date

Print Name: Monty Smith

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/19/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Teodoro No. 1 ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RR D.S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RR D.S. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Teodoro No. 1 Ditch and the water rights decreed thereto. The Teodoro No. 1 Ditch diverts water from the Rio San Antonio in the NE1/4SW1/4 of Section 25, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 4.0 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, 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 Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all ARP Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner 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)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running

total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Teodoro Ditch No. 1

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
148	4.0	100%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

2.5 This Agreement will only apply to that portion of the priority listed in paragraph 2.4 above which is owned by the Owners. The Owners agree they will not divert any water released by the Subdistrict as a remedy of the injury to the remaining owners of the priorities listed in paragraph 2.4 above at any time this Agreement is in effect. The Owners acknowledge that neither the Division Engineer nor the Subdistricts have any responsibility for distribution of water within the Ditch. If ownership of the amount of water forbeared cannot be established, or is challenged by another owner of the ditch, the Division Engineer may require that the Subdistrict not operate under this Agreement until the ownership issue is resolved. If operation of this Agreement results in injury to the remaining owners of the Ditch, the Division Engineer may require that the Subdistrict not operate this Agreement and remedy all injurious depletions by providing water at the top of the affected Stream Reach.

3. Payment. The Subdistricts will pay the Owner $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement the Ditch will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch: Teodoro Ditch No. 1
Donald Sandoval –
Ronald Reel –

Address for each

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to

require the Subdistricts to pay the Ditch 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 Subdistricts 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 Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Teodoro Ditch No.1 Ditch

By: Donald Sandoval
~~Elliott Salazar~~ Donald Sandoval

April, 28 - 2023
Date

By: _____
Ronald Rael

4/28/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/28/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/28/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Donald Barboval ~~Elliott Salazar~~ 50% [redacted]
2. Ronald Rael 50% Ronald Rael- [redacted]
3. _____
4. _____
5. _____

APPENDIX H

Closed Basin Project Allocation Letters

Conejos Water Conservancy District
P. O. Box 550
Manassa, CO 81141
Cwcd1971@hotmail.com
Conejoswcd.org
Phone 719-843-5261

April 7, 2026

Amber Pacheco, Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2026-2027 Allocation of Conejos Share of Closed Basin Project Production

Dear Cleave:

I am writing on behalf of the Conejos Water Conservancy District to advise you how the District intends to allocate its share of Closed Basin Project Production for the period of January 1, 2026, through April 30, 2027. As you know, under the Resolution Regarding Allocation of the Yield of the Closed Basin Project the Conejos is entitled to an average of 40% of the annual usable yield of the Closed Basin Project.

The Water Users intend to use 40% of the Project's usable yield in 2026 and will likely use 40% in 2027.

The Board of Directors of the CWCD has reviewed the needs of the Special Improvement Districts numbers 3 and 6 of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP Year's operations, the CWCD Board voted to specifically allocate the Conejos's share of the usable yield of the Closed Basin Project to replace the stream depletions under the respective Subdistricts 2026 Annual Replacement Plans.

The CWCD anticipates that the vast majority of this project Water will be used to replace non-irrigation season depletions from November 1 through March 31. While this water will be delivered to the Rio Grande both before, during, and perhaps after the non-irrigation season, the CWCD understands that the Division Engineer has agreed that this water replacement can be delivered at such times and will be credited to non-irrigation season depletions. The CWCD believes Closed Basin 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 CWCD wishes to make clear to the Subdistricts that this allocation is made on a one-time basis and is not a precedent that binds the CWCD, and that the CWCD has 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 CWCD will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,

Nathan Coombs, Manager CWCD

The Rio Grande Water Users Association

147 Washington St.
Monte Vista, CO. 81144
Telephone: (719) 852-3556 * FAX: (719) 852-5958

April 10, 2026

Amber Pacheco, Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2026-2027 Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users have agreed to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2026 through April 30, 2027. As you know, under the Resolution Regarding Allocation of the Yield of the Closed Basin Project the Rio Grande is entitled to an average of 60% of the annual usable yield of the Closed Basin Project. The Water Users intend to use 60% of the Project's usable yield in 2026.

The Board of Directors of the Water Users has discussed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions from groundwater pumping under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 3,900 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under the Subdistricts 2026 Annual Replacement Plans.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from November 1 through March 31. If Subdistrict No. 5 has an approved ARP, part of the water will be used to replace year-round depletions to the Rio Grande from Subdistrict No. 5. The Water Users understand that there may be circumstances during the irrigation season when the Subdistricts cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream

reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source but intend that the use of the allocation described herein be minimized during the irrigation season.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,700 acre-feet is allocated for replacement by December 31, 2026, and will come from the Rio Grande's 2026 share of the Project's usable yield. The remainder of about 2,200 acre-feet is allocated for replacements from January 1 through April 30, 2027, the end of the Subdistricts 2026-2027 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2027, will come from the Rio Grande's share of Project production in 2027. Although these annual allocations are estimates, in no way should the allocation in the calendar year exceed the Rio Grande's total share of the Project's useable yield for that year.

The Board of the Water Users wishes to make clear to the Subdistricts and to the members of the Water Users that this allocation is made on a one-time basis and is not a precedent that binds the Water Users, and that the Water Users have no duty to make a similar allocation in the future. The Rio Grande Water Conservation District should understand this as well and should not assume that the Water Users will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,

Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org

April 7, 2026

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Dear Ms. Pacheco,

The Board of the San Luis Valley Water Conservancy District (SLVWCD) approves the request by the Rio Grande Water Conservation District (RGWCD) to allocate a portion of the Rio Grande's share of 2026 and 2027 Closed Basin Project (CBP) production to Subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs). The allocation of water to ARPs cannot in any way affect the allocation of CBP flows to the Rio Grande and Conejos River's Compact Obligations, which in 2026 is 60%/40%, respectively.

In accordance with the 60/40 Agreement, the Rio Grande Water Users Association (RGWUA) approves any allocation of the Rio Grande's share of CBP production, with consultation from the SLVWCD. Given the SLVWCD's role in this matter, the Board held an extensive discussion of the CBP at its March 2026 meeting; Nate Reynolds from the Bureau of Reclamation updated the SLVWCD Board on the history of the CBP, the status of well pumping, and groundwater levels within the CBP footprint and the larger unconfined aquifer. Following this presentation, the SLVWCD Board discussed the matter at length and noted that the CBP has always been and continues to be a debated project within complicated hydrologic and socio-political forces.

The SLVWCD Board wishes to share the following points of discussion on the matter:

- The CBP has merits in reducing Compact curtailment and assisting Subdistricts in replacing stream depletions, but that those two values sometimes conflict.
- If the CBP wasn't in operation, water would come from other sources to satisfy the above referenced needs and acquiring additional water from currently unknown sources would include tradeoffs that can't fully be understood.
- Significant changes in hydrology, water management directives, and community relationships have occurred since the creation of the 60/40 agreement. These changes should be considered with regard to the continued operations of the CBP and the applicability of the 60/40 agreement to present day.

President: Tyler Neely, Del Norte, CO
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer Marcie Schulz, Alamosa, CO;
Directors: Richard Davie, Del Norte, CO; M. Dee Greeman, Alamosa, CO; Charles Griego, Alamosa, CO;
Will Hathaway, Monte Vista, CO; Steve Keller, Monte Vista, CO; Randall Palmgren, Center, CO; Tuck Slane, Hooper, CO.

- The CBP pumping interacts with the unconfined aquifer in the Closed Basin. As such, the effects of the CBP pumping are most closely tied to Subdistrict 1's aquifer sustainability, while a portion of CBP water is allocated to all Subdistricts.
- The CBP is a source of contention in the San Luis Valley and the SLVWCD believes it is important to listen to and consider concerns raised by all our neighbors about the CBP.

Due to these complexities, the SLVWCD encourages all parties to engage in detailed and regular discussions about the CBP to ensure its operation remains relevant. Thank you for your consideration of the SLVWCD's feedback.

Sincerely,

Heather R. Dutton

Heather Dutton
Manager, San Luis Valley Water Conservancy District

President: Tyler Neely, Del Norte, CO
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer Marcie Schulz, Alamosa, CO;
Directors: Richard Davie, Del Norte, CO; M. Dee Greeman, Alamosa, CO; Charles Griego, Alamosa, CO;
Will Hathaway, Monte Vista, CO; Steve Keller, Monte Vista, CO; Randall Palmgren, Center, CO; Tuck Slane, Hooper, CO.

APPENDIX I

Centennial Ditch Company Resolution

March 16, 2026

RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 2, 3 AND 6 AND CENTENNIAL DITCH COMPANY RESOLUTION

Whereas: 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 Nos. 2, 3 and 6's Annual Replacement Plan.

Whereas: 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 to meet its replacement obligations under the Annual Replacement Plans 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 Nos. 2, 3 and 6 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, they 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: The District, through Subdistrict Nos. 2, 3 and 6, 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 and by accepting this proposal does not commit or guarantee any future agreements with these subdistricts. Unless extended by mutual agreement of Subdistrict Nos. 2, 3 and 6 and the Centennial Ditch Company, this agreement will end April 30, 2027.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict Nos. 2, 3 and 6 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict Nos. 2, 3 and 6 to comply with the Annual Replacement Plans.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Subdistrict Nos. 2, 3 and 6 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Replacement Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict Nos. 2, 3 and 6 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Gerald Ziegler 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 25 day of Nov, ~~2026.~~ 2025

ATTEST:

Signed: _____ Date: 3/23/2026

APPENDIX J

Five Year Average Groundwater Withdrawals in Confined Aquifer Response Areas in Division No. 3; July Requirement of Division Groundwater Rules Section 8.1.5, Dated July 1, 2025

COLORADO
Division of Water Resources
Department of Natural Resources

MEMORANDUM

TO: San Luis Valley Notification List

FROM: CDWR Modeling and Decision Support System Team
Office of the Colorado State Engineer

DATE: July 1, 2025

SUBJECT: Five Year Average Groundwater Withdrawals in Confined Aquifer Response Areas in Division 3:
July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.5

Below is the table listing the metered total annual withdrawals beginning in 2014 and the 5-year (2020 – 2024) average of the metered total annual withdrawals for the previous five Water Administration Years for the Response Areas subject to Rule 8.1.5. The last column is the estimated average groundwater withdrawal for the period 1978 – 2000 period.

Response Area	Metered Groundwater Withdrawals (AF)											5-Years Average GW Withdrawal (2020 – 2024)	Average GW Withdrawal (1978 – 2000)
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
Alamosa / La Jara	93,677	86,657	83,310	75,589	116,065	70,647	105,959	101,742	97,171	90,766	83,119	95,751	103,406
Conejos	33,324	25,845	25,308	21,353	35,842	16,323	34,745	26,033	25,253	27,176	23,961	27,434	23,018
Saguache	41,140	37,097	39,585	39,165	45,235	33,338	43,384	25,582	25,099	30,698	29,231	30,799	45,592
San Luis	13,521	9,576	11,654	12,473	12,707	10,203	10,598	11,024	8,298	11,754	9,231	10,181	9,869

Note: Total Response Area withdrawals data through 2023 are adjusted/updated due to HBDMC data updates

APPENDIX K

Water Levels of Wells Used to Generate Conejos Response Area Composite Water Head

MEMORANDUM

TO: San Luis Valley Notification List

FROM: DWR Modeling and Decision Support System Team
Office of the Colorado State Engineer

DATE: July 1, 2025

SUBJECT: Composite Water Head for Confined Aquifer Response Areas in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.4

This memorandum is submitted to comply with Section 8.1.4 of the Division 3 Groundwater Rules which states that:

> *No later than July 1 of each year after 2015, the State Engineer must update the Composite Water Head for each of the Response Areas subject to this Rule 8.1 for the areas depicted in Exhibit C to reflect the most recent annual water level measurements collected during February and March (outside of the Irrigation Season) and display the update in graph form.*

Water levels were collected by the Rio Grande Water Conservation District (RGWCD), the US Geological Survey (USGS), and the Colorado Division of Water Resources (DWR) during the non-irrigation season from monitoring network wells identified by DWR[1]. Monitoring network wells are listed in Table 1.

The water level data from the monitoring wells are briefly discussed in the following section. Monitoring well data and composite water head calculations are summarized by individual year in Table 2. As detailed in a memo describing the monitoring plan[2], the composite water head is calculated as a change in water level from the 2015-year baseline. The annual composite water head for each of the confined aquifer response areas through the current year 2025 is shown in Table 3 and Figure 1.

[1] Kelley Thompson (DWR Modeling/DSS), May 6, 2015, "Ground Water Sustainability Rules for Water Division 3: Identification of Proposed Monitoring Network Wells", Memorandum to Dick Wolfe (Colorado State Engineer/DWR Director) and Mike Sullivan (DWR Deputy State Engineer)

[2] Kelley Thompson and Mary Halstead (DWR Modeling/DSS), May 6, 2015, "Ground Water Sustainability Rules for Water Division 3: Confined Aquifer Monitoring Plan", Memorandum to Dick Wolfe (Colorado State Engineer/DWR Director) and Mike Sullivan (DWR Deputy State Engineer)

Discussion of Monitoring Well Data

Per the Division 3 Groundwater Rules, the minimum depth to water (maximum water level) in the months of February and March is used to establish the annual water level measurement for each well. However, if reliable data are not available for the well in February or March, the minimum depth to water from November of the prior year through May is used (if available). In some cases, the RGWCD well database includes different estimates on the same day from the USGS and the RGWCD and in this case the RGWCD data are used. Some historical data have been revised and the composite head for past years was revised accordingly. Particularly, data for the BACA wells DW-1, DW-3, DW-4, and DW-5 were recently revised by the USGS which stabilized water level patterns in those wells. Several data have not been used due to specific recommendations or identification of bad measurements. For example, for well ALA4 on the Alamosa Wildlife Refuge, the December 2023 measurement was used for the composite head estimate as the RGWCD advised that pumping initiated before the March 2024 measurement.

Good water level measurements in November through May have not been available for several years for several wells that are considered in the composite water head estimate. In years with missing well data, the composite water head is recalculated such that the change in head from baseline for the missing wells is assumed to be the same as the composite water head for the remaining wells. Wells that have had missing data are shown in Table 4.

2015 Baseline Water Levels

Most 2015 measurements were taken in February and March. Water levels from BACA wells DW-4 and DW-5 were measured by the USGS in May (the unrevised 2014 data remain bad), and two other wells were measured by the USGS in January. Transducer issues limited measurement from Well RGDSS P03 until April, and a graph of the well data suggests the April data is not representative of maximum water levels in the non-irrigation season. The well is located very close to well CON2, and the minimum depth to water in CON2 was nearly identical between 2014 and 2015. Therefore, the baseline water level in RGDSS P03 for use in the composite water head was assumed equal to the maximum non-irrigation season water level in 2014.

2025 Water Levels

Water level measurements for several wells were not available from the 2025 non-irrigation season as of July 1. Three wells (6192R, 11010F, and 1725R) were not measured by the USGS due to funding issues. Well ALA 12 was under water and could not be measured, wells SAG13 and SAG18 have property access issues that have prevented measurement, and a measurement for SAG3 during the non-irrigation season was not available. As of July 1, data from the non-irrigation season were not available for RGDSS wells P1, P3, P7, P8, and P14 which are pressurized and are measured by transducers with dataloggers. It is anticipated that these data will become available later and that the 2025 composite water head will be revised with any additional or revised data.

Table 1. Monitoring Network Wells

RA	Name	Model UID	USGS Alias	WDID	Permit	Measured	UTMX	UTMY
Alamosa La Jara	ALA 4	372550105455001	NA03701122CCC1 ALA 4	2006000	6420R	RGWCD	432310	4142957
	ALA 6	372403106000901	NA03700933CCC1 ALA 6	2011058	809R	RGWCD	411281	4139810
	ALA 7	372403106000902	NA03700933CCC2 ALA 7	2011057	810R	RGWCD	411280	4139804
	ALA 8	372506106004201	NA03700929DCB ALA 8			RGWCD	410473	4141775
	ALA 10	373457106003801	NA03900932BCC ALA 10	2010420	6265F	RGWCD	409873	4159849
	ALA 12	372950105580801	NA03800934ADB ALA 12			RGWCD	414304	4150475
	CON 1	371705106021501	NA03500907CCC CON 1	2105055	10543R	RGWCD	407980	4126964
	CON 2	371745105501001	NA03501012BBC CON 2	2205111	20111R	RGWCD	425788	4127870
	RIO 2	373227106030301	NA03800813BDB RIO 2	2014378	15095F	RGWCD	407166	4155390
	6192R	373405106112501	NA03800703ABB	2008878	6192R	USGS	394594	4159277
	P03	RGDSSP03	RGDSSP03		223816	RGWCD	424125	4126845
	P08	RGDSSP08	RGDSSP08		228923	RGWCD	411365	4139762
	P09	RGDSSP09	RGDSSP09		231269	RGWCD	398634	4147181
	P10	RGDSSP10	RGDSSP10		229397	RGWCD	398416	4159268
	4865F	*372046106021901*		2010441	4865F	DWR	408015	4133773
Conejos	CON 2	371745105501001	NA03501012BBC CON 2	2205111	20111R	RGWCD	425788	4127870
	P03	RGDSSP03	RGDSSP03		223816	RGWCD	424125	4126845
	P07	RGDSSP07	RGDSSP07		228924	RGWCD	415943	4118608
	P12	RGDSSP12	RGDSSP12		229399	RGWCD	412608	4101681
	20WCB	*371118105543501*		2205126	20WCB	DWR	419255	4116148
	6747F	370324105561201	NA03300936DBB	2205062	6747F	DWR	416666	4101583
	24316F	*370446105582701*		2205978	24316F	DWR	413400	4104118
	22258F	*371108106005101*		2205018	22258F	DWR	409973	4115953
	3416F	371030105585001	NA03400922BCC	2205074	3416F	DWR	412817	4114667
	296046	*370843106021001*			296046	DWR	408005	4111476
Saguache	SAG 2	375310106021501	NA04200907CCC SAG 2	2706027	11218F	RGWCD	408831	4193716
	SAG 3	380045106044501	NA04300803ABB SAG 3	2605001	12859R	RGWCD	405341	4207897
	SAG 9	375255106084401	NA04200818CCB SAG 9			RGWCD	399209	4193336
	SAG 10	375310106050001	NA04200815ACC SAG 10	2705295	4589F	RGWCD	404915	4193766
	SAG 12	380047106024801	NA04300801BBA SAG 12			RGWCD	408070	4207781
	SAG 13	375820106052001	NA04300815CBB SAG 13	2605614	9541F	RGWCD	404390	4203427
	SAG 18	375918106063601	NA04300808ADC SAG 18			RGWCD	402528	4205102
	P01	RGDSSP01	RGDSSP01		223817	RGWCD	407731	4207973
	RG05	380537106004801	NA04400906DAA RG05	2605422	11030F	DWR	411096	4216705
	19513Z	SAG18		2605042	19513Z	DWR	400613	4211376
San Luis Creek	RG02	380941105545501	RG02			RGWCD	419670	4223904
	RG03	380601105505201	RG03			RGWCD	425620	4217242
	11010F	380855105553501	NA04500913DCA	2505083	11010F	USGS	419056	4222618
	1725R	380640105510001	NA04501034DAA	2505400	1725R	USGS	425706	4218035
	P14	RGDSSP14	RGDSSP14		231876	RGWCD	421705	4206978
	DW-1	375842105473701	BACA DW-1			USGS/RGWCD	430319	4203720
	DW-3	375828105432501	BACA DW-3		195248	USGS/RGWCD	436459	4203233
	DW-4	375428105472501	BACA DW-4			USGS/RGWCD	430536	4195889
	DW-5	375507105505901	BACA DW-5			USGS/RGWCD	425306	4197138
	2760FR	*380652105552101*		2505260	2760FR	DWR	419163	4218954

Table 2a. 2015 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2015 DTW (ft) (c)	2015 DTW Date (d)	2015 ΔDTW (ft) (e)	2015 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-35.39	3/9/2015	0.00	0.00
	ALA 6	372403106000901	2.410%	-10.75	-10.75	3/19/2015	0.00	0.00
	ALA 7	372403106000902	2.410%	-10.13	-10.13	3/18/2015	0.00	0.00
	ALA 8	372506106004201	5.461%	-15.02	-15.02	3/19/2015	0.00	0.00
	ALA 10	373457106003801	2.817%	-17.81	-17.81	3/17/2015	0.00	0.00
	ALA 12	372950105580801	14.208%	-4.18	-4.18	3/26/2015	0.00	0.00
	CON 1	371705106021501	9.582%	53.73	53.73	3/18/2015	0.00	0.00
	CON 2	371745105501001	5.730%	-15.64	-15.64	3/24/2015	0.00	0.00
	RIO 2	373227106030301	5.567%	-0.97	-0.97	3/24/2015	0.00	0.00
	6192R	373405106112501	3.516%	52.48	52.48	1/22/2015	0.00	0.00
	P03	RGDSSP03	2.909%	-7.77	-7.77	3/31/2015	0.00	0.00
	P08	RGDSSP08	2.410%	-13.37	-13.37	3/31/2015	0.00	0.00
	P09	RGDSSP09	10.619%	37.54	37.54	2/10/2015	0.00	0.00
	P10	RGDSSP10	4.690%	19.39	19.39	2/10/2015	0.00	0.00
	4865F	*372046106021901*	10.783%	32.47	32.47	2/27/2015	0.00	0.00
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.64	3/24/2015	0.00	0.00
	P03	RGDSSP03	8.233%	-7.77	-7.77	2/13/2014	0.00	0.00
	P07	RGDSSP07	10.749%	0.53	0.53	3/3/2015	0.00	0.00
	P12	RGDSSP12	16.939%	166.04	166.04	3/3/2015	0.00	0.00
	20WCB	*371118105543501*	10.968%	4.00	4.00	2/27/2015	0.00	0.00
	6747F	370324105561201	10.371%	100.42	100.42	2/27/2015	0.00	0.00
	24316F	*370446105582701*	9.104%	144.61	144.61	2/27/2015	0.00	0.00
	22258F	*371108106005101*	6.886%	61.37	61.37	2/27/2015	0.00	0.00
	3416F	371030105585001	6.804%	63.26	63.26	2/27/2015	0.00	0.00
	296046	*370843106021001*	11.246%	160.91	160.91	3/29/2015	0.00	0.00
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.14	3/26/2015	0.00	0.00
	SAG 3	380045106044501	3.607%	5.95	5.95	3/30/2015	0.00	0.00
	SAG 9	375255106084401	11.398%	-4.25	-4.25	3/30/2015	0.00	0.00
	SAG 10	375310106050001	8.230%	-28.93	-28.93	3/25/2015	0.00	0.00
	SAG 12	380047106024801	14.626%	-7.04	-7.04	3/30/2015	0.00	0.00
	SAG 13	375820106052001	8.507%	-11.98	-11.98	3/25/2015	0.00	0.00
	SAG 18	375918106063601	9.324%	3.34	3.34	3/30/2015	0.00	0.00
	P01	RGDSSP01	2.518%	-1.31	-1.31	3/28/2015	0.00	0.00
	RG05	380537106004801	14.135%	46.37	46.37	3/3/2015	0.00	0.00
	19513Z	SAG18	10.160%	58.08	58.08	3/3/2015	0.00	0.00
San Luis Creek	RG02	380941105545501	13.117%	65.28	65.28	3/4/2015	0.00	0.00
	RG03	380601105505201	9.758%	29.10	29.10	3/4/2015	0.00	0.00
	11010F	380855105553501	3.261%	65.20	65.20	1/20/2015	0.00	0.00
	1725R	380640105510001	7.611%	55.59	55.59	2/17/2015	0.00	0.00
	P14	RGDSSP14	14.205%	-32.87	-32.87	3/31/2015	0.00	0.00
	DW-1	375842105473701	11.410%	-37.46	-37.46	2/10/2015	0.00	0.00
	DW-3	375828105432501	17.029%	24.41	24.41	2/10/2015	0.00	0.00
	DW-4	375428105472501	9.348%	-37.88	-37.88	5/27/2015	0.00	0.00
	DW-5	375507105505901	5.497%	-72.43	-72.43	5/27/2015	0.00	0.00
	2760FR	*380652105552101*	8.765%	28.21	28.21	3/3/2015	0.00	0.00

Table 2b. 2016 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2016 DTW (ft) (c)	2016 Date (d)	2016 ΔDTW (ft) (e)	2016 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-39.09	3/14/2016	3.70	0.62
	ALA 6	372403106000901	2.410%	-10.75	-11.64	3/16/2016	0.89	0.02
	ALA 7	372403106000902	2.410%	-10.13	-11.35	3/16/2016	1.22	0.03
	ALA 8	372506106004201	5.461%	-15.02	-15.97	3/16/2016	0.95	0.05
	ALA 10	373457106003801	2.817%	-17.81	-19.38	2/18/2016	1.57	0.04
	ALA 12	372950105580801	14.208%	-4.18	-4.61	3/24/2016	0.43	0.06
	CON 1	371705106021501	9.582%	53.73	53.05	3/31/2016	0.68	0.07
	CON 2	371745105501001	5.730%	-15.64	-16.13	3/23/2016	0.49	0.03
	RIO 2	373227106030301	5.567%	-0.97	-3.21	3/24/2016	2.24	0.12
	6192R	373405106112501	3.516%	52.48	53.90	1/27/2016	-1.42	-0.05
	P03	RGDSSP03	2.909%	-7.77	-8.39	3/30/2016	0.62	0.02
	P08	RGDSSP08	2.410%	-13.37	-14.33	3/29/2016	0.96	0.02
	P09	RGDSSP09	10.619%	37.54	35.72	2/24/2016	1.82	0.19
	P10	RGDSSP10	4.690%	19.39	17.86	2/24/2016	1.53	0.07
	4865F	*372046106021901*	10.783%	32.47	30.83	3/8/2016	1.64	0.18
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.13	3/23/2016	0.49	0.04
	P03	RGDSSP03	8.233%	-7.77	-8.39	3/30/2016	0.62	0.05
	P07	RGDSSP07	10.749%	0.53	0.39	2/22/2016	0.14	0.02
	P12	RGDSSP12	16.939%	166.04	166.48	3/8/2016	-0.44	-0.07
	20WCB	*371118105543501*	10.968%	4.00	3.48	3/7/2016	0.52	0.06
	6747F	370324105561201	10.371%	100.42	101.14	3/10/2016	-0.72	-0.07
	24316F	*370446105582701*	9.104%	144.61	145.34	3/10/2016	-0.73	-0.07
	22258F	*371108106005101*	6.886%	61.37	63.44	3/7/2016	-2.07	-0.14
	3416F	371030105585001	6.804%	63.26	62.23	3/7/2016	1.04	0.07
	296046	*370843106021001*	11.246%	160.91	160.81	3/8/2016	0.10	0.01
Saguache	SAG 2	375310106021501	17.494%	-39.14	-41.52	3/29/2016	2.38	0.42
	SAG 3	380045106044501	3.607%	5.95	4.23	3/31/2016	1.72	0.06
	SAG 9	375255106084401	11.398%	-4.25	-8.71	3/30/2016	4.46	0.51
	SAG 10	375310106050001	8.230%	-28.93	-31.62	3/30/2016	2.69	0.22
	SAG 12	380047106024801	14.626%	-7.04	-8.27	3/29/2016	1.23	0.18
	SAG 13	375820106052001	8.507%	-11.98	-13.43	3/29/2016	1.45	0.12
	SAG 18	375918106063601	9.324%	3.34	1.55	3/31/2016	1.79	0.17
	P01	RGDSSP01	2.518%	-1.31	-2.38	3/29/2016	1.07	0.03
	RG05	380537106004801	14.135%	46.37	44.07	3/8/2016	2.30	0.33
	19513Z	SAG18	10.160%	58.08	54.17	3/8/2016	3.91	0.40
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.18	3/8/2016	3.10	0.41
	RG03	380601105505201	9.758%	29.10	26.74	3/8/2016	2.36	0.23
	11010F	380855105553501	3.261%	65.20	53.22	1/26/2016	11.98	0.39
	1725R	380640105510001	7.611%	55.59	51.64	1/26/2016	3.95	0.30
	P14	RGDSSP14	14.205%	-32.87	-35.43	3/29/2016	2.56	0.36
	DW-1	375842105473701	11.410%	-37.46	-40.80	2/10/2016	3.34	0.38
	DW-3	375828105432501	17.029%	24.41	23.86	2/10/2016	0.55	0.09
	DW-4	375428105472501	9.348%	-37.88	-34.80	12/8/2015	-3.08	-0.29
	DW-5	375507105505901	5.497%	-72.43	-71.27	2/10/2016	-1.16	-0.06
	2760FR	*380652105552101*	8.765%	28.21	26.19	3/8/2016	2.02	0.18

Table 2c. 2017 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2017 DTW (ft) (c)	2017 Date (d)	2017 ΔDTW (ft) (e)	2017 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-38.29	3/5/2017	2.90	0.49
	ALA 6	372403106000901	2.410%	-10.75	-11.33	3/9/2017	0.58	0.01
	ALA 7	372403106000902	2.410%	-10.13	-10.80	3/9/2017	0.67	0.02
	ALA 8	372506106004201	5.461%	-15.02	-15.72	3/10/2017	0.70	0.04
	ALA 10	373457106003801	2.817%	-17.81	-18.52	3/13/2017	0.71	0.02
	ALA 12	372950105580801	14.208%	-4.18	-9.98	2/22/2017	5.80	0.82
	CON 1	371705106021501	9.582%	53.73	52.21	3/9/2017	1.52	0.15
	CON 2	371745105501001	5.730%	-15.64	-16.03	3/9/2017	0.39	0.02
	RIO 2	373227106030301	5.567%	-0.97	-3.52	2/14/2017	2.55	0.14
	6192R	373405106112501	3.516%	52.48	51.87	2/1/2017	0.61	0.02
	P03	RGDSSP03	2.909%	-7.77	-10.07	3/31/2017	2.30	0.07
	P08	RGDSSP08	2.410%	-13.37	-14.83	3/31/2017	1.46	0.04
	P09	RGDSSP09	10.619%	37.54	36.41	2/13/2017	1.13	0.12
	P10	RGDSSP10	4.690%	19.39	16.76	2/1/2017	2.63	0.12
	4865F	*372046106021901*	10.783%	32.47	30.35	3/20/2017	2.12	0.23
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.03	3/9/2017	0.39	0.03
	P03	RGDSSP03	8.233%	-7.77	-10.07	3/31/2017	2.30	0.19
	P07	RGDSSP07	10.749%	0.53	-0.08	3/31/2017	0.61	0.07
	P12	RGDSSP12	16.939%	166.04	166.53	2/27/2017	-0.49	-0.08
	20WCB	*371118105543501*	10.968%	4.00	3.41	3/20/2017	0.59	0.06
	6747F	370324105561201	10.371%	100.42	101.23	3/13/2017	-0.81	-0.08
	24316F	*370446105582701*	9.104%	144.61	145.38	3/13/2017	-0.77	-0.07
	22258F	*371108106005101*	6.886%	61.37	60.35	3/20/2017	1.02	0.07
	3416F	371030105585001	6.804%	63.26	62.34	3/13/2017	0.93	0.06
	296046	*370843106021001*	11.246%	160.91	160.90	3/20/2017	0.01	0.00
Saguache	SAG 2	375310106021501	17.494%	-39.14	-42.44	3/14/2017	3.30	0.58
	SAG 3	380045106044501	3.607%	5.95	3.21	3/15/2017	2.74	0.10
	SAG 9	375255106084401	11.398%	-4.25	-7.28	3/15/2017	3.03	0.35
	SAG 10	375310106050001	8.230%	-28.93	-32.79	3/14/2017	3.86	0.32
	SAG 12	380047106024801	14.626%	-7.04	-8.68	3/15/2017	1.64	0.24
	SAG 13	375820106052001	8.507%	-11.98	-14.39	2/22/2017	2.41	0.21
	SAG 18	375918106063601	9.324%	3.34	3.35	5/26/2017	-0.01	0.00
	P01	RGDSSP01	2.518%	-1.31	-3.65	3/31/2017	2.34	0.06
	RG05	380537106004801	14.135%	46.37	43.04	3/14/2017	3.33	0.47
	19513Z	SAG18	10.160%	58.08	52.17	3/14/2017	5.91	0.60
San Luis Creek	RG02	380941105545501	13.117%	65.28	60.49	3/6/2017	4.79	0.63
	RG03	380601105505201	9.758%	29.10	25.63	3/6/2017	3.47	0.34
	11010F	380855105553501	3.261%	65.20	53.20	1/30/2017	12.00	0.39
	1725R	380640105510001	7.611%	55.59	49.98	1/30/2017	5.61	0.43
	P14	RGDSSP14	14.205%	-32.87	-35.92	3/31/2017	3.05	0.43
	DW-1	375842105473701	11.410%	-37.46	-41.38	2/28/2017	3.92	0.45
	DW-3	375828105432501	17.029%	24.41	23.15	2/28/2017	1.26	0.21
	DW-4	375428105472501	9.348%	-37.88	-37.11	2/27/2017	-0.77	-0.07
	DW-5	375507105505901	5.497%	-72.43	-73.32	2/1/2017	0.89	0.05
	2760FR	*380652105552101*	8.765%	28.21	25.33	3/14/2017	2.88	0.25

Table 2d. 2018 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2018 DTW (ft) (c)	2018 Date (d)	2018 ΔDTW (ft) (e)	2018 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-38.10	2/12/2018	2.71	0.46
	ALA 6	372403106000901	2.410%	-10.75	-11.96	3/8/2018	1.21	0.03
	ALA 7	372403106000902	2.410%	-10.13	-11.38	2/5/2018	1.25	0.03
	ALA 8	372506106004201	5.461%	-15.02	-15.89	3/20/2018	0.87	0.05
	ALA 10	373457106003801	2.817%	-17.81	-20.05	3/15/2018	2.24	0.06
	ALA 12	372950105580801	14.208%	-4.18	-7.67	2/7/2018	3.49	0.50
	CON 1	371705106021501	9.582%	53.73	49.21	3/4/2018	4.52	0.43
	CON 2	371745105501001	5.730%	-15.64	-15.16	3/8/2018	-0.48	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-4.90	3/15/2018	3.93	0.22
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77	-10.61	3/10/2018	2.84	0.08
	P08	RGDSSP08	2.410%	-13.37	-16.51	3/31/2018	3.14	0.08
	P09	RGDSSP09	10.619%	37.54	33.15	2/1/2018	4.39	0.47
	P10	RGDSSP10	4.690%	19.39	14.20	2/2/2018	5.19	0.24
	4865F	*372046106021901*	10.783%	32.47	27.62	3/12/2018	4.85	0.52
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.16	3/8/2018	-0.48	-0.04
	P03	RGDSSP03	8.233%	-7.77	-10.61	3/10/2018	2.84	0.23
	P07	RGDSSP07	10.749%	0.53	-1.87	2/19/2018	2.40	0.26
	P12	RGDSSP12	16.939%	166.04	165.44	2/6/2018	0.60	0.10
	20WCB	*371118105543501*	10.968%	4.00	1.83	3/12/2018	2.17	0.24
	6747F	370324105561201	10.371%	100.42	99.40	3/12/2018	1.02	0.11
	24316F	*370446105582701*	9.104%	144.61	142.96	3/12/2018	1.65	0.15
	22258F	*371108106005101*	6.886%	61.37	56.55	3/12/2018	4.82	0.33
	3416F	371030105585001	6.804%	63.26	63.04	3/12/2018	0.22	0.02
	296046	*370843106021001*	11.246%	160.91	158.91	3/12/2018	2.00	0.22
Saguache	SAG 2	375310106021501	17.494%	-39.14	-41.88	2/20/2018	2.74	0.48
	SAG 3	380045106044501	3.607%	5.95	1.57	3/12/2018	4.38	0.16
	SAG 9	375255106084401	11.398%	-4.25	-7.98	3/12/2018	3.73	0.43
	SAG 10	375310106050001	8.230%	-28.93	-30.29	2/13/2018	1.36	0.11
	SAG 12	380047106024801	14.626%	-7.04	-9.65	3/12/2018	2.61	0.38
	SAG 13	375820106052001	8.507%	-11.98	-13.25	2/13/2018	1.27	0.11
	SAG 18	375918106063601	9.324%	3.34	0.84	11/18/2017	2.50	0.23
	P01	RGDSSP01	2.518%	-1.31	-5.22	3/26/2018	3.91	0.10
	RG05	380537106004801	14.135%	46.37	42.73	3/12/2018	3.64	0.51
	19513Z	SAG18	10.160%	58.08	52.57	3/12/2018	5.51	0.56
San Luis Creek	RG02	380941105545501	13.117%	65.28	59.69	3/6/2018	5.59	0.73
	RG03	380601105505201	9.758%	29.10	25.16	3/3/2018	3.94	0.38
	11010F	380855105553501	3.261%	65.20	51.90	2/2/2018	13.30	0.43
	1725R	380640105510001	7.611%	55.59	49.22	2/2/2018	6.37	0.48
	P14	RGDSSP14	14.205%	-32.87	-37.81	3/31/2018	4.94	0.70
	DW-1	375842105473701	11.410%	-37.46	-42.18	2/27/2018	4.72	0.54
	DW-3	375828105432501	17.029%	24.41	22.43	2/27/2018	1.98	0.34
	DW-4	375428105472501	9.348%	-37.88	-51.75	2/26/2018	13.87	1.30
	DW-5	375507105505901	5.497%	-72.43	-74.24	2/26/2018	1.81	0.10
	2760FR	*380652105552101*	8.765%	28.21	25.29	3/14/2018	2.92	0.26

Table 2e. 2019 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2019 DTW (ft) (c)	2019 Date (d)	2019 ΔDTW (ft) (e)	2019 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-37.55	3/14/2019	2.16	0.36
	ALA 6	372403106000901	2.410%	-10.75	-9.43	2/13/2019	-1.32	-0.03
	ALA 7	372403106000902	2.410%	-10.13	-9.88	3/11/2019	-0.25	-0.01
	ALA 8	372506106004201	5.461%	-15.02	-15.40	2/14/2019	0.38	0.02
	ALA 10	373457106003801	2.817%	-17.81	-21.28	3/13/2019	3.47	0.10
	ALA 12	372950105580801	14.208%	-4.18	-7.22	2/15/2019	3.04	0.43
	CON 1	371705106021501	9.582%	53.73	54.15	3/5/2019	-0.42	-0.04
	CON 2	371745105501001	5.730%	-15.64	-14.63	3/11/2019	-1.01	-0.06
	RIO 2	373227106030301	5.567%	-0.97	-1.41	2/15/2019	0.44	0.02
	6192R	373405106112501	3.516%	52.48	52.42	2/7/2019	0.06	0.00
	P03	RGDSSP03	2.909%	-7.77	-8.60	3/13/2019	0.83	0.02
	P08	RGDSSP08	2.410%	-13.37	-13.12	3/31/2019	-0.25	-0.01
	P09	RGDSSP09	10.619%	37.54	39.41	2/1/2019	-1.87	-0.20
	P10	RGDSSP10	4.690%	19.39	19.36	3/7/2019	0.03	0.00
	4865F	*372046106021901*	10.783%	32.47	31.69	3/7/2019	0.78	0.08
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.63	3/11/2019	-1.01	-0.09
	P03	RGDSSP03	8.233%	-7.77	-8.60	3/13/2019	0.83	0.07
	P07	RGDSSP07	10.749%	0.53	0.62	3/13/2019	-0.09	-0.01
	P12	RGDSSP12	16.939%	166.04	167.01	2/5/2019	-0.97	-0.16
	20WCB	*371118105543501*	10.968%	4.00	4.22	3/7/2019	-0.22	-0.02
	6747F	370324105561201	10.371%	100.42	101.28	3/7/2019	-0.86	-0.09
	24316F	*370446105582701*	9.104%	144.61	144.90	3/7/2019	-0.29	-0.03
	22258F	*371108106005101*	6.886%	61.37	61.32	3/7/2019	0.05	0.00
	3416F	371030105585001	6.804%	63.26	63.40	3/7/2019	-0.14	-0.01
	296046	*370843106021001*	11.246%	160.91	161.26	3/7/2019	-0.35	-0.04
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.22	3/12/2019	0.08	0.01
	SAG 3	380045106044501	3.607%	5.95	3.25	3/12/2019	2.70	0.10
	SAG 9	375255106084401	11.398%	-4.25	-6.50	3/13/2019	2.25	0.26
	SAG 10	375310106050001	8.230%	-28.93	-30.70	3/13/2019	1.77	0.15
	SAG 12	380047106024801	14.626%	-7.04	-7.53	3/13/2019	0.49	0.07
	SAG 13	375820106052001	8.507%	-11.98	-14.50	3/13/2019	2.52	0.21
	SAG 18	375918106063601	9.324%	3.34	1.74	3/13/2019	1.60	0.15
	P01	RGDSSP01	2.518%	-1.31	-4.70	3/31/2019	3.39	0.09
	RG05	380537106004801	14.135%	46.37	44.42	3/6/2019	1.95	0.28
	19513Z	SAG18	10.160%	58.08	57.12	3/6/2019	0.96	0.10
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.46	3/4/2019	2.82	0.37
	RG03	380601105505201	9.758%	29.10	26.03	3/4/2019	3.07	0.30
	11010F	380855105553501	3.261%	65.20	53.47	2/6/2019	11.73	0.38
	1725R	380640105510001	7.611%	55.59	52.32	2/6/2019	3.27	0.25
	P14	RGDSSP14	14.205%	-32.87	-37.15	3/13/2019	4.28	0.61
	DW-1	375842105473701	11.410%	-37.46	-39.82	3/20/2019	2.36	0.27
	DW-3	375828105432501	17.029%	24.41	24.93	2/28/2019	-0.52	-0.09
	DW-4	375428105472501	9.348%	-37.88	-38.12	2/28/2019	0.24	0.02
	DW-5	375507105505901	5.497%	-72.43	-72.48	3/20/2019	0.05	0.00
	2760FR	*380652105552101*	8.765%	28.21	25.89	3/6/2019	2.32	0.20

Table 2f. 2020 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2020 DTW (ft) (c)	2020 Date (d)	2020 ΔDTW (ft) (e)	2020 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-39.09	3/25/2020	3.70	0.62
	ALA 6	372403106000901	2.410%	-10.75	-12.95	2/18/2020	2.20	0.05
	ALA 7	372403106000902	2.410%	-10.13	-11.54	3/27/2020	1.41	0.03
	ALA 8	372506106004201	5.461%	-15.02	-17.58	3/27/2020	2.56	0.14
	ALA 10	373457106003801	2.817%	-17.81	-20.24	3/30/2020	2.43	0.07
	ALA 12	372950105580801	14.208%	-4.18	-10.65	3/30/2020	6.47	0.92
	CON 1	371705106021501	9.582%	53.73	50.11	3/16/2020	3.62	0.35
	CON 2	371745105501001	5.730%	-15.64	-16.54	3/27/2020	0.90	0.05
	RIO 2	373227106030301	5.567%	-0.97	-4.54	3/26/2020	3.57	0.20
	6192R	373405106112501	3.516%	52.48	49.40	2/3/2020	3.08	0.11
	P03	RGDSSP03	2.909%	-7.77	-10.66	3/27/2020	2.89	0.08
	P08	RGDSSP08	2.410%	-13.37	-15.94	3/27/2020	2.57	0.06
	P09	RGDSSP09	10.619%	37.54	38.15	2/12/2020	-0.61	-0.06
	P10	RGDSSP10	4.690%	19.39	16.40	2/4/2020	2.99	0.14
	4865F	*372046106021901*	10.783%	32.47	26.82	3/5/2020	5.65	0.61
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.54	3/27/2020	0.90	0.08
	P03	RGDSSP03	8.233%	-7.77	-10.66	3/27/2020	2.89	0.24
	P07	RGDSSP07	10.749%	0.53	-0.92	3/27/2020	1.45	0.16
	P12	RGDSSP12	16.939%	166.04	165.27	2/3/2020	0.77	0.13
	20WCB	*371118105543501*	10.968%	4.00	2.68	3/5/2020	1.32	0.14
	6747F	370324105561201	10.371%	100.42	100.09	3/5/2020	0.33	0.03
	24316F	*370446105582701*	9.104%	144.61	143.47	3/5/2020	1.14	0.10
	22258F	*371108106005101*	6.886%	61.37	59.77	3/5/2020	1.60	0.11
	3416F	371030105585001	6.804%	63.26	61.66	3/5/2020	1.60	0.11
	296046	*370843106021001*	11.246%	160.91	159.98	3/5/2020	0.93	0.10
Saguache	SAG 2	375310106021501	17.494%	-39.14	-40.57	3/26/2020	1.43	0.25
	SAG 3	380045106044501	3.607%	5.95	1.56	3/21/2020	4.39	0.16
	SAG 9	375255106084401	11.398%	-4.25	-8.11	2/19/2020	3.86	0.44
	SAG 10	375310106050001	8.230%	-28.93	-31.28	2/19/2020	2.35	0.19
	SAG 12	380047106024801	14.626%	-7.04	-9.90	2/19/2020	2.86	0.42
	SAG 13	375820106052001	8.507%	-11.98	-13.51	2/20/2020	1.53	0.13
	SAG 18	375918106063601	9.324%	3.34	0.90	12/10/2019	2.44	0.23
	P01	RGDSSP01	2.518%	-1.31	-6.64	3/27/2020	5.33	0.13
	RG05	380537106004801	14.135%	46.37	42.58	3/6/2020	3.79	0.54
	19513Z	SAG18	10.160%	58.08	55.67	3/6/2020	2.41	0.24
San Luis Creek	RG02	380941105545501	13.117%	65.28	60.98	3/2/2020	4.30	0.56
	RG03	380601105505201	9.758%	29.10	26.19	3/2/2020	2.91	0.28
	11010F	380855105553501	3.261%	65.20				
	1725R	380640105510001	7.611%	55.59	52.29	2/4/2020	3.30	0.25
	P14	RGDSSP14	14.205%	-32.87	-38.16	3/19/2020	5.29	0.75
	DW-1	375842105473701	11.410%	-37.46	-40.14	2/26/2020	2.68	0.31
	DW-3	375828105432501	17.029%	24.41	25.24	2/26/2020	-0.83	-0.14
	DW-4	375428105472501	9.348%	-37.88	-40.28	2/26/2020	2.40	0.22
	DW-5	375507105505901	5.497%	-72.43	-72.93	3/31/2020	0.50	0.03
	2760FR	*380652105552101*	8.765%	28.21	24.62	3/6/2020	3.59	0.31

Table 2g. 2021 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2021 DTW (ft) (c)	2021 Date (d)	2021 ΔDTW (ft) (e)	2021 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-36.45	2/22/2021	1.06	0.18
	ALA 6	372403106000901	2.410%	-10.75	-9.42	3/19/2021	-1.33	-0.03
	ALA 7	372403106000902	2.410%	-10.13	-9.21	3/19/2021	-0.92	-0.02
	ALA 8	372506106004201	5.461%	-15.02	-14.18	3/19/2021	-0.84	-0.05
	ALA 10	373457106003801	2.817%	-17.81	-17.15	3/23/2021	-0.66	-0.02
	ALA 12	372950105580801	14.208%	-4.18	-3.23	3/17/2021	-0.95	-0.13
	CON 1	371705106021501	9.582%	53.73	53.53	2/10/2021	0.20	0.02
	CON 2	371745105501001	5.730%	-15.64	-15.03	3/19/2021	-0.61	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-2.41	3/17/2021	1.44	0.08
	6192R	373405106112501	3.516%	52.48	51.00	1/27/2021	1.48	0.05
	P03	RGDSSP03	2.909%	-7.77	-9.14	3/30/2021	1.37	0.04
	P08	RGDSSP08	2.410%	-13.37	-12.98	3/30/2021	-0.39	-0.01
	P09	RGDSSP09	10.619%	37.54	39.04	2/9/2021	-1.50	-0.16
	P10	RGDSSP10	4.690%	19.39	18.79	2/9/2021	0.60	0.03
	4865F	*372046106021901*	10.783%	32.47	30.06	3/11/2021	2.41	0.26
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.03	3/19/2021	-0.61	-0.05
	P03	RGDSSP03	8.233%	-7.77	-9.14	3/30/2021	1.37	0.11
	P07	RGDSSP07	10.749%	0.53	1.08	3/23/2021	-0.55	-0.06
	P12	RGDSSP12	16.939%	166.04	167.49	3/10/2021	-1.45	-0.25
	20WCB	*371118105543501*	10.968%	4.00	4.34	3/11/2021	-0.34	-0.04
	6747F	370324105561201	10.371%	100.42	101.89	3/11/2021	-1.47	-0.15
	24316F	*370446105582701*	9.104%	144.61	145.36	3/11/2021	-0.75	-0.07
	22258F	*371108106005101*	6.886%	61.37	63.60	3/11/2021	-2.23	-0.15
	3416F	371030105585001	6.804%	63.26	63.96	3/11/2021	-0.70	-0.05
	296046	*370843106021001*	11.246%	160.91	161.93	3/11/2021	-1.02	-0.11
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.84	3/22/2021	0.70	0.12
	SAG 3	380045106044501	3.607%	5.95	3.43	3/26/2021	2.52	0.09
	SAG 9	375255106084401	11.398%	-4.25	-6.63	3/25/2021	2.38	0.27
	SAG 10	375310106050001	8.230%	-28.93	-31.39	3/25/2021	2.46	0.20
	SAG 12	380047106024801	14.626%	-7.04	-8.40	3/26/2021	1.36	0.20
	SAG 13	375820106052001	8.507%	-11.98	-12.10	3/26/2021	0.12	0.01
	SAG 18	375918106063601	9.324%	3.34	1.66	3/25/2021	1.68	0.16
	P01	RGDSSP01	2.518%	-1.31	-5.74	3/30/2021	4.43	0.11
	RG05	380537106004801	14.135%	46.37	44.33	3/10/2021	2.04	0.29
	19513Z	SAG18	10.160%	58.08	57.84	3/10/2021	0.24	0.02
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.15	3/8/2021	3.13	0.41
	RG03	380601105505201	9.758%	29.10	27.65	3/8/2021	1.45	0.14
	11010F	380855105553501	3.261%	65.20	53.14	1/26/2021	12.06	0.39
	1725R	380640105510001	7.611%	55.59	54.20	1/26/2021	1.39	0.11
	P14	RGDSSP14	14.205%	-32.87	-37.14	3/30/2021	4.27	0.61
	DW-1	375842105473701	11.410%	-37.46	-40.76	3/29/2021	3.30	0.38
	DW-3	375828105432501	17.029%	24.41	25.83	3/29/2021	-1.42	-0.24
	DW-4	375428105472501	9.348%	-37.88	-41.11	3/29/2021	3.23	0.30
	DW-5	375507105505901	5.497%	-72.43	-76.69	3/29/2021	4.26	0.23
	2760FR	*380652105552101*	8.765%	28.21	25.18	3/11/2021	3.03	0.27

Table 2h. 2022 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2022 DTW (ft) (c)	2022 Date (d)	2022 ΔDTW (ft) (e)	2022 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-35.18	2/16/2022	-0.21	-0.04
	ALA 6	372403106000901	2.410%	-10.75	-8.04	2/16/2022	-2.71	-0.07
	ALA 7	372403106000902	2.410%	-10.13	-8.84	3/23/2022	-1.29	-0.03
	ALA 8	372506106004201	5.461%	-15.02	-12.77	3/23/2022	-2.25	-0.12
	ALA 10	373457106003801	2.817%	-17.81	-19.41	3/16/2022	1.60	0.05
	ALA 12	372950105580801	14.208%	-4.18	-1.74	2/16/2022	-2.44	-0.35
	CON 1	371705106021501	9.582%	53.73	59.01	3/30/2022	-5.28	-0.51
	CON 2	371745105501001	5.730%	-15.64	-14.70	3/16/2022	-0.94	-0.05
	RIO 2	373227106030301	5.567%	-0.97	-0.26	3/23/2022	-0.71	-0.04
	6192R	373405106112501	3.516%	52.48	54.81	1/25/2022	-2.33	-0.08
	P03	RGDSSP03	2.909%	-7.77	-8.62	3/30/2022	0.85	0.02
	P08	RGDSSP08	2.410%	-13.37	-11.70	3/29/2022	-1.67	-0.04
	P09	RGDSSP09	10.619%	37.54	41.82	2/9/2022	-4.28	-0.45
	P10	RGDSSP10	4.690%	19.39	21.09	3/3/2022	-1.70	-0.08
	4865F	*372046106021901*	10.783%	32.47	31.10	3/15/2022	1.37	0.15
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.70	3/16/2022	-0.94	-0.08
	P03	RGDSSP03	8.233%	-7.77	-8.62	3/30/2022	0.85	0.07
	P07	RGDSSP07	10.749%	0.53	1.70	3/29/2022	-1.17	-0.13
	P12	RGDSSP12	16.939%	166.04	168.24	3/7/2022	-2.20	-0.37
	20WCB	*371118105543501*	10.968%	4.00	4.92	3/15/2022	-0.92	-0.10
	6747F	370324105561201	10.371%	100.42	102.47	3/14/2022	-2.05	-0.21
	24316F	*370446105582701*	9.104%	144.61	145.86	3/14/2022	-1.25	-0.11
	22258F	*371108106005101*	6.886%	61.37	63.70	3/14/2022	-2.33	-0.16
	3416F	371030105585001	6.804%	63.26	64.75	3/14/2022	-1.49	-0.10
	296046	*370843106021001*	11.246%	160.91	162.73	3/15/2022	-1.82	-0.20
Saguache	SAG 2	375310106021501	17.494%	-39.14	-42.35	3/29/2022	3.21	0.56
	SAG 3	380045106044501	3.607%	5.95	1.82	2/24/2022	4.13	0.15
	SAG 9	375255106084401	11.398%	-4.25	-6.00	5/24/2022	1.75	0.20
	SAG 10	375310106050001	8.230%	-28.93	-31.37	3/31/2022	2.44	0.20
	SAG 12	380047106024801	14.626%	-7.04	-9.63	3/29/2022	2.59	0.38
	SAG 13	375820106052001	8.507%	-11.98	-12.10	11/29/2021	0.12	0.01
	SAG 18	375918106063601	9.324%	3.34	1.50	2/24/2022	1.84	0.17
	P01	RGDSSP01	2.518%	-1.31	-7.37	3/30/2022	6.06	0.15
	RG05	380537106004801	14.135%	46.37	43.33	3/7/2022	3.04	0.43
	19513Z	SAG18	10.160%	58.08	55.92	3/7/2022	2.16	0.22
San Luis Creek	RG02	380941105545501	13.117%	65.28	63.17	3/2/2022	2.11	0.28
	RG03	380601105505201	9.758%	29.10	28.56	2/3/2022	0.54	0.05
	11010F	380855105553501	3.261%	65.20	53.91	1/25/2022	11.29	0.37
	1725R	380640105510001	7.611%	55.59	55.11	1/25/2022	0.48	0.04
	P14	RGDSSP14	14.205%	-32.87	-38.18	3/29/2022	5.31	0.75
	DW-1	375842105473701	11.410%	-37.46	-40.82	12/29/2021	3.36	0.38
	DW-3	375828105432501	17.029%	24.41	24.80	2/28/2022	-0.39	-0.07
	DW-4	375428105472501	9.348%	-37.88	-42.78	11/17/2021	4.90	0.46
	DW-5	375507105505901	5.497%	-72.43	-75.73	5/26/2022	3.30	0.18
	2760FR	*380652105552101*	8.765%	28.21	25.84	3/7/2022	2.37	0.21

Table 2i. 2023 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2023 DTW (ft) (c)	2023 Date (d)	2023 ΔDTW (ft) (e)	2023 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-34.55	2/19/2023	-0.84	-0.14
	ALA 6	372403106000901	2.410%	-10.75	-8.57	3/24/2023	-2.18	-0.05
	ALA 7	372403106000902	2.410%	-10.13	-8.23	3/24/2023	-1.90	-0.05
	ALA 8	372506106004201	5.461%	-15.02	-11.82	3/24/2023	-3.20	-0.17
	ALA 10	373457106003801	2.817%	-17.81	-19.49	3/24/2023	1.68	0.05
	ALA 12	372950105580801	14.208%	-4.18	-1.64	3/24/2023	-2.54	-0.36
	CON 1	371705106021501	9.582%	53.73	55.75	2/18/2023	-2.02	-0.19
	CON 2	371745105501001	5.730%	-15.64	-15.08	3/22/2023	-0.56	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-0.06	2/18/2023	-0.91	-0.05
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77	-8.81	3/30/2023	1.04	0.03
	P08	RGDSSP08	2.410%	-13.37	-11.20	3/30/2023	-2.17	-0.05
	P09	RGDSSP09	10.619%	37.54	46.31	3/24/2023	-8.77	-0.93
	P10	RGDSSP10	4.690%	19.39	21.17	3/9/2023	-1.78	-0.08
	4865F	*372046106021901*	10.783%	32.47	32.02	3/13/2023	0.45	0.05
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.08	3/22/2023	-0.56	-0.05
	P03	RGDSSP03	8.233%	-7.77	-8.81	3/30/2023	1.04	0.09
	P07	RGDSSP07	10.749%	0.53	1.73	2/22/2023	-1.20	-0.13
	P12	RGDSSP12	16.939%	166.04	168.41	2/13/2023	-2.37	-0.40
	20WCB	*371118105543501*	10.968%	4.00	4.87	3/13/2023	-0.87	-0.10
	6747F	370324105561201	10.371%	100.42	102.24	3/13/2023	-1.82	-0.19
	24316F	*370446105582701*	9.104%	144.61	145.72	3/13/2023	-1.11	-0.10
	22258F	*371108106005101*	6.886%	61.37	63.05	3/13/2023	-1.68	-0.12
	3416F	371030105585001	6.804%	63.26	64.16	3/13/2023	-0.90	-0.06
	296046	*370843106021001*	11.246%	160.91	162.78	3/13/2023	-1.87	-0.21
Saguache	SAG 2	375310106021501	17.494%	-39.14	-43.62	3/30/2023	4.48	0.78
	SAG 3	380045106044501	3.607%	5.95	1.03	3/28/2023	4.92	0.18
	SAG 9	375255106084401	11.398%	-4.25	-8.66	3/30/2023	4.41	0.50
	SAG 10	375310106050001	8.230%	-28.93	-33.91	3/30/2023	4.98	0.41
	SAG 12	380047106024801	14.626%	-7.04	-10.70	3/28/2023	3.66	0.54
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31	-8.58	3/30/2023	7.27	0.18
	RG05	380537106004801	14.135%	46.37	42.66	3/13/2023	3.71	0.52
	19513Z	SAG18	10.160%	58.08	54.25	3/13/2023	3.83	0.39
San Luis Creek	RG02	380941105545501	13.117%	65.28	63.86	3/8/2023	1.42	0.19
	RG03	380601105505201	9.758%	29.10				
	11010F	380855105553501	3.261%	65.20	54.09	1/30/2023	11.11	0.36
	1725R	380640105510001	7.611%	55.59	56.54	1/30/2023	-0.95	-0.07
	P14	RGDSSP14	14.205%	-32.87	-37.94	3/30/2023	5.07	0.72
	DW-1	375842105473701	11.410%	-37.46	-39.31	2/27/2023	1.85	0.21
	DW-3	375828105432501	17.029%	24.41	26.11	2/27/2023	-1.70	-0.29
	DW-4	375428105472501	9.348%	-37.88	-40.44	3/29/2023	2.56	0.24
	DW-5	375507105505901	5.497%	-72.43	-74.08	3/29/2023	1.65	0.09
	2760FR	*380652105552101*	8.765%	28.21	25.34	3/13/2023	2.87	0.25

Table 2j. 2024 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2024 DTW (ft) (c)	2024 Date (d)	2024 ΔDTW (ft) (e)	2024 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-30.98	12/20/2023	-4.41	-0.74
	ALA 6	372403106000901	2.410%	-10.75	-9.74	3/21/2024	-1.01	-0.02
	ALA 7	372403106000902	2.410%	-10.13	-9.31	3/21/2024	-0.82	-0.02
	ALA 8	372506106004201	5.461%	-15.02	-13.30	3/22/2024	-1.72	-0.09
	ALA 10	373457106003801	2.817%	-17.81	-21.08	3/22/2024	3.27	0.09
	ALA 12	372950105580801	14.208%	-4.18	-0.65	11/30/2023	-3.53	-0.50
	CON 1	371705106021501	9.582%	53.73	55.18	3/22/2024	-1.45	-0.14
	CON 2	371745105501001	5.730%	-15.64	-15.34	3/21/2024	-0.30	-0.02
	RIO 2	373227106030301	5.567%	-0.97	-0.79	3/22/2024	-0.18	-0.01
	6192R	373405106112501	3.516%	52.48	53.96	2/22/2024	-1.48	-0.05
	P03	RGDSSP03	2.909%	-7.77	-9.05	3/25/2024	1.28	0.04
	P08	RGDSSP08	2.410%	-13.37	-12.21	3/31/2024	-1.16	-0.03
	P09	RGDSSP09	10.619%	37.54	41.34	3/26/2024	-3.80	-0.40
	P10	RGDSSP10	4.690%	19.39	20.28	3/26/2024	-0.89	-0.04
	4865F	*372046106021901*	10.783%	32.47	28.54	3/26/2024	3.93	0.42
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.34	3/21/2024	-0.30	-0.03
	P03	RGDSSP03	8.233%	-7.77	-9.05	3/25/2024	1.28	0.11
	P07	RGDSSP07	10.749%	0.53	1.58	3/24/2024	-1.05	-0.11
	P12	RGDSSP12	16.939%	166.04	168.03	3/13/2024	-1.99	-0.34
	20WCB	*371118105543501*	10.968%	4.00	4.52	3/26/2024	-0.52	-0.06
	6747F	370324105561201	10.371%	100.42	101.09	3/26/2024	-0.67	-0.07
	24316F	*370446105582701*	9.104%	144.61	144.59	3/26/2024	0.02	0.00
	22258F	*371108106005101*	6.886%	61.37	63.13	3/26/2024	-1.76	-0.12
	3416F	371030105585001	6.804%	63.26	63.84	3/26/2024	-0.58	-0.04
	296046	*370843106021001*	11.246%	160.91	162.50	3/26/2024	-1.59	-0.18
Saguache	SAG 2	375310106021501	17.494%	-39.14	-45.19	3/28/2024	6.05	1.06
	SAG 3	380045106044501	3.607%	5.95	1.91	3/28/2024	4.04	0.15
	SAG 9	375255106084401	11.398%	-4.25	-9.25	3/28/2024	5.00	0.57
	SAG 10	375310106050001	8.230%	-28.93	-34.53	3/28/2024	5.60	0.46
	SAG 12	380047106024801	14.626%	-7.04	-11.08	3/28/2024	4.04	0.59
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31	-8.90	3/24/2024	7.59	0.19
	RG05	380537106004801	14.135%	46.37	42.66	3/26/2024	3.71	0.52
	19513Z	SAG18	10.160%	58.08	53.50	3/26/2024	4.58	0.47
San Luis Creek	RG02	380941105545501	13.117%	65.28	64.13	3/6/2024	1.15	0.15
	RG03	380601105505201	9.758%	29.10				
	11010F	380855105553501	3.261%	65.20	54.58	2/20/2024	10.62	0.35
	1725R	380640105510001	7.611%	55.59	56.31	2/20/2024	-0.72	-0.05
	P14	RGDSSP14	14.205%	-32.87	-37.87	3/31/2024	5.00	0.71
	DW-1	375842105473701	11.410%	-37.46	-39.89	3/29/2024	2.43	0.28
	DW-3	375828105432501	17.029%	24.41	26.21	3/29/2024	-1.80	-0.31
	DW-4	375428105472501	9.348%	-37.88	-45.31	3/29/2024	7.43	0.69
	DW-5	375507105505901	5.497%	-72.43	-72.84	3/29/2024	0.41	0.02
	2760FR	*380652105552101*	8.765%	28.21	26.42	3/26/2024	1.79	0.16

Table 2k. 2025 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2025 DTW (ft) (c)	2025 Date (d)	2025 ΔDTW (ft) (e)	2025 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-29.67	3/27/2025	-5.72	-0.97
	ALA 6	372403106000901	2.410%	-10.75	-9.93	3/18/2025	-0.82	-0.02
	ALA 7	372403106000902	2.410%	-10.13	-9.72	3/18/2025	-0.41	-0.01
	ALA 8	372506106004201	5.461%	-15.02	-14.41	3/18/2025	-0.61	-0.03
	ALA 10	373457106003801	2.817%	-17.81	-21.66	3/28/2025	3.85	0.11
	ALA 12	372950105580801	14.208%	-4.18				
	CON 1	371705106021501	9.582%	53.73	56.24	3/27/2025	-2.51	-0.24
	CON 2	371745105501001	5.730%	-15.64	-14.80	3/27/2025	-0.84	-0.05
	RIO 2	373227106030301	5.567%	-0.97	-2.89	3/18/2025	1.92	0.11
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77				
	P08	RGDSSP08	2.410%	-13.37				
	P09	RGDSSP09	10.619%	37.54	40.51	5/29/2025	-2.97	-0.32
	P10	RGDSSP10	4.690%	19.39	18.06	3/7/2025	1.33	0.06
	4865F	*372046106021901*	10.783%	32.47	28.57	3/11/2025	3.90	0.42
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.80	3/27/2025	-0.84	-0.07
	P03	RGDSSP03	8.233%	-7.77				
	P07	RGDSSP07	10.749%	0.53				
	P12	RGDSSP12	16.939%	166.04	168.32	3/19/2025	-2.28	-0.39
	20WCB	*371118105543501*	10.968%	4.00	4.10	3/11/2025	-0.10	-0.01
	6747F	370324105561201	10.371%	100.42	102.69	3/24/2025	-2.27	-0.24
	24316F	*370446105582701*	9.104%	144.61	144.76	3/24/2025	-0.15	-0.01
	22258F	*371108106005101*	6.886%	61.37	63.47	3/11/2025	-2.10	-0.14
	3416F	371030105585001	6.804%	63.26	62.94	3/11/2025	0.32	0.02
	296046	*370843106021001*	11.246%	160.91	162.43	3/24/2025	-1.52	-0.17
Saguache	SAG 2	375310106021501	17.494%	-39.14	-43.41	3/28/2025	4.27	0.75
	SAG 3	380045106044501	3.607%	5.95				
	SAG 9	375255106084401	11.398%	-4.25	-7.86	3/28/2025	3.61	0.41
	SAG 10	375310106050001	8.230%	-28.93	-33.25	3/28/2025	4.32	0.36
	SAG 12	380047106024801	14.626%	-7.04	-11.04	3/28/2025	4.00	0.59
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31				
	RG05	380537106004801	14.135%	46.37	42.41	3/11/2025	3.96	0.56
	19513Z	SAG18	10.160%	58.08	52.67	3/11/2025	5.41	0.55
San Luis Creek	RG02	380941105545501	13.117%	65.28	64.40	11/4/2024	0.88	0.12
	RG03	380601105505201	9.758%	29.10	30.27	2/17/2025	-1.17	-0.11
	11010F	380855105553501	3.261%	65.20				
	1725R	380640105510001	7.611%	55.59				
	P14	RGDSSP14	14.205%	-32.87				
	DW-1	375842105473701	11.410%	-37.46	-37.61	3/31/2025	0.15	0.02
	DW-3	375828105432501	17.029%	24.41	19.76	2/25/2025	4.65	0.79
	DW-4	375428105472501	9.348%	-37.88	-39.52	3/31/2025	1.64	0.15
	DW-5	375507105505901	5.497%	-72.43	-73.07	3/31/2025	0.64	0.04
	2760FR	*380652105552101*	8.765%	28.21	26.25	3/11/2025	1.96	0.17

Table 2. Column Calculation Notes

(a) Thiessen weight = Thiessen polygon area / total polygon areas for Response Area (rounded to 5 digits)
(b) minimum annual depth to water during non-irrigation season for 2015 baseline year (minimum DTW in February-March or progressively in other months if February/March DTW not available)
(c) minimum annual depth to water during non-irrigation season for year (minimum DTW in February-March or progressively in other months if February/March DTW not available)
(d) date of minimum annual depth to water during non-irrigation season measurement
(e) change in depth to water calculated as baseline depth to water less year depth to water (a negative value indicates a falling water table)
(f) change in depth to water multiplied by Thiessen weight used in calculation of composite water head. The composite water head for a Response Area equals the sum of these values divided by the sum of Thiessen weights of wells with data by Response Area for the year.

Table 3. Composite Water Head by Response Area

Response Area	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Alamosa La Jara	0.00	1.48	2.31	3.25	0.71	3.38	0.20	-1.64	-2.07	-1.52	-1.21
Conejos	0.00	-0.11	0.25	1.62	-0.38	1.21	-0.82	-1.40	-1.27	-0.83	-1.25
Saguache	0.00	2.43	2.91	3.07	1.41	2.73	1.48	2.47	4.27	4.88	4.22
San Luis Creek	0.00	1.99	3.11	5.27	2.32	2.67	2.59	2.65	1.60	1.84	1.56

Note: Head change in feet from 2015 baseline

Table 4. Missing Annual Well Data

Response Area	Name	Model UID	Thiessen Weight	Years Missing
Alamosa La Jara	6192R	373405106112501	3.516%	2018, 2023, 2025
San Luis Creek	11010F	380855105553501	3.261%	2020, 2025
Saguache	SAG 13	375820106052001	8.507%	2023 - 2025
Saguache	SAG 18	375918106063601	9.324%	2023 - 2025
Alamosa La Jara	ALA 12	372950105580801	14.208%	2025
San Luis Creek	1725R	380640105510001	7.611%	2025
Saguache	SAG 3	380045106044501	3.607%	2025
Saguache	P01	RGDSSP01	2.518%	2025
Alamosa La Jara/Conejos	P03	RGDSSP03	2.909% / 8.233%	2025
Conejos	P07	RGDSSP07	10.749%	2025
Alamosa La Jara	P08	RGDSSP08	2.410%	2025
San Luis Creek	P14	RGDSSP14	14.205%	2025

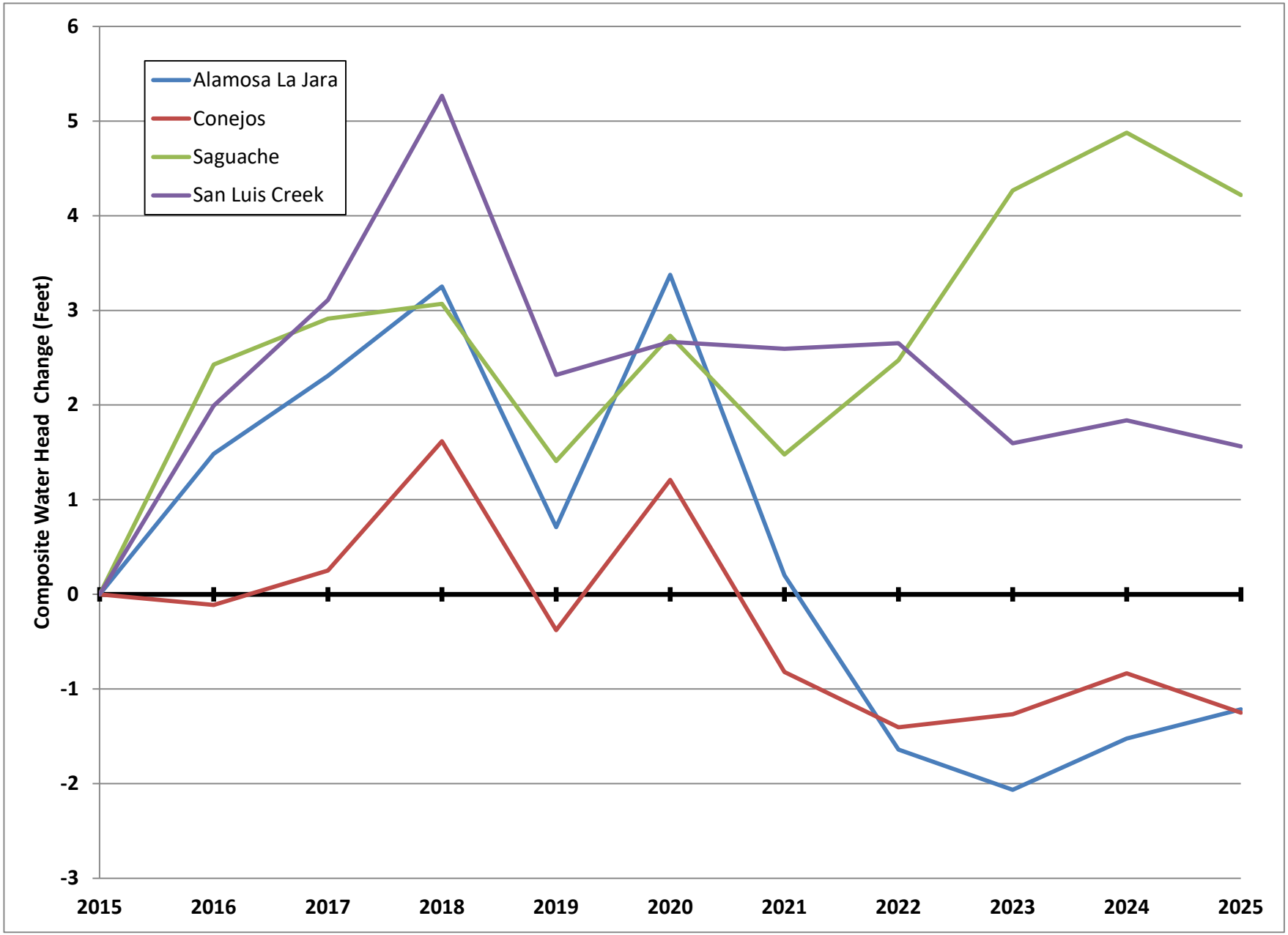


Figure 1. Composite Water Head by Response Area

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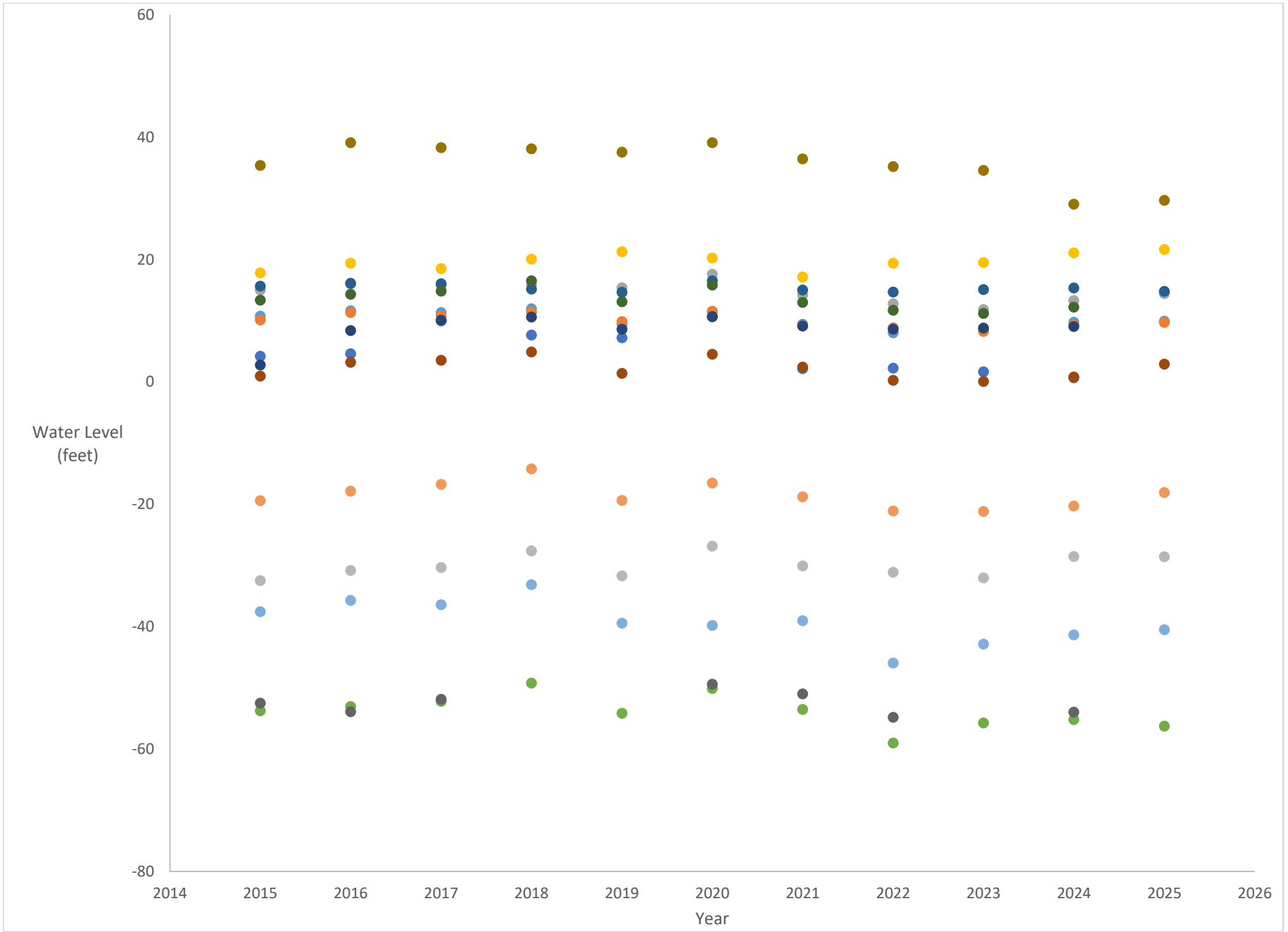
Jared S. Polis, Governor | Dan Gibbs, Executive Director | Jason T. Ullmann, State Engineer/Director


60
40
20
0
-20
-40
-60
-80
Water Level (feet)
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
Year