

**RIO GRANDE WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS QUARTERLY MEETING
January 19, 2021 at 10:00 A.M.
By Zoom Teleconference**

Present: Greg Higel, President; Armando Valdez, Vice-President; Dwight Martin, Secretary/Treasurer; Peggy Godfrey, Director; Steve Keller, Director; Zeke Ward, Director; Mike Kruse, Director; Cory Off, Director; and Bill McClure, Director.

Staff and Consultants: David Robbins, Hill & Robbins P.C.; Cleave Simpson, General Manager; Clinton Phillips, District Engineer; Amber Pacheco, Program Manager; Marisa Fricke, Program Manager; Chris Ivers, Program Manager; Rose Vanderpool, Program Assistant; Linda Ramirez, Program Assistant; Cheryl Anderson, Office Manager; Michael Carson, Database Administrator; and April Mondragon, Administrative Assistant.

Guests: John Mattingly, Lori Laske, Becky Brooks, Monica McCafferty, Heather Dutton, Erin Minks, Rio de la Vista, Allen Law, Judy Lopez, Marry Finnegan, Ryan Unterreiner, Robert Middlemist, Cathy Garcia, Darin Schepp, Daryl Kohut, Bethany Howell, Tony Aloia, Mike Dill, Sally Wier, Morgan Dingfelder, Jenny Nehring, Nathan Coombs, Patrick Shea, Sean Toner, Chris Schaefer, Sharon Vaughn, Emma Ressor, Heather Greenwolf, Pam Rice, and, Patrick McDermott.

CALL TO ORDER

President Greg Higel called the meeting to order at 10:11 a.m. There was a quorum present for the meeting.

INTRODUCTION OF STAFF AND GUESTS

President Greg Higel welcomed all those present and asked for introductions.

APPROVE AGENDA

President Higel asked for amendments or a motion to approve the agenda. A discussion on new appropriations was added to the agenda. A motion was made by Bill McClure to approve the agenda as amended. The motion was seconded by Peggy Godfrey and unanimously approved.

APPROVE THE CONSENT AGENDA ITEMS

President Higel asked for a motion to approve the consent agenda items:

- October 20, 2020- Quarterly Meeting Minutes
- October 20, 2020- Executive Session Minutes
- December 9, 2020- Special Meeting Minutes
- December 9, 2020- Executive Session Minutes
- December 9, 2020- Budget Hearing Minutes

A motion was made by Cory Off to approve the consent agenda. The motion was seconded by Steve Keller and unanimously approved.

PUBLIC COMMENT

President Higel asked for public comment. There were none.

JOHN MATTINGLY-WATER, BUY AND BANK PROPOSAL

President Higel asked for a discussion with John Mattingly regarding his Water Buy and Bank proposal. John Mattingly asked to hear some of the Boards thoughts and merits concerning the proposal. Mr. Mattingly reported on the idea of forming a committee to further explore the idea of water buy and bank. Director Off expressed validation for the Board of Directors to explore water export and gain a further understanding in order to fight smarter against water export. Mr. Mattingly asked what it would take for the San Luis Valley to sell some water to the Front Range and if it would help the San Luis Valley with their sustainability issues. Director Valdez commented on the concept and how to find ways to explore the idea of water bank internally within the Subdistricts. Director Kruse voiced his opposition with the whole concept of Mr. Mattingly's water buy and bank proposal. Director Martin also voiced his opposition to Mr. Mattingly's proposal and the concept of exporting water out of the San Luis Valley. Mr. Mattingly highlighted the importance of the Rio Grande Water Conservation District representing the total of its constituents. Cleave Simpson reported for the Board's perspective the active work being done within the conservation community and the value of

water. Director Keller commented on the District's stance and the negative impact exporting water underground would have. Mr. Mattingly commented on the amount of water being diverted and the role the District could play in managing the capital from selling a portion of San Luis Valley water to the front range. David Robbins highlighted the efforts made by the Subdistricts in creating incentives to conserve water and being supportive of the economy. Director Ward emphasized several flaws in Mr. Mattingly's proposal which leads to his opposition to the Buy and Bank proposal. Mr. Robbins provided examples of different locations attempting to stop similar operations and the difficult decision the Valley has to either be supportive or oppose to be a water supply source for the front range. Director McClure reported on his concern of farms being purchased by large corporations for the return on the investments. Discussion was held on well regulations. Mr. Robbins explained the historical Crowley county situation. Mr. Mattingly thanked the Board for their patience and stated he just wanted his voice to be heard.

President Higel thanked Mr. Mattingly for his report.

FINANCIAL REPORT

President Higel asked for the Financial report. Cleave Simpson presented the unaudited financial report. Mr. Simpson highlighted the balance sheets for the District and six (6) Subdistricts as well as the check register and emphasized charges that would be reimbursed by the Subdistricts.

A motion was made by Bill McClure to approve the financial report as amended. The motion was seconded by Cory Off and unanimously approved.

MANAGER'S REPORT

President Higel asked for the Manager's report. Mr. Simpson reported on the following:

- ***Consider approval of Storage Lease Agreement with SLV Irrigation District***

Mr. Simpson explained how the proposed lease agreement would operate and reported the irrigation district Board has approved the agreement. Mr. Simpson highlighted a change made to the agreement since the Board saw it last and provided the amount of money being allocated.

A motion was made by Dwight Martin to approve/adopt the storage lease agreement with San Luis Valley Irrigation District as modified. The motion was seconded by Cory Off and unanimously approved.

- ***Consideration of Conflict-of-Interest Policy adoption***

Mr. Simpson reported a policy of this kind has not been in place by the District and asked Mr. Robbins to describe how the District got into the position. Mr. Robbins highlighted the policy drafted is a reflection on what Colorado statutes requires the District to comply with and the importance of having a formal policy in place. Mike Kruse explained his involvement in how the need for the proposed policy came up.

A motion was made by Cory Off to approve/adopt the Conflict-of-Interest Policy resolution as presented. The motion was seconded by Peggy Godfrey and unanimously approved.

- ***Opposition to New or Increased Appropriations in the San Luis Valley Resolution***

Mr. Simpson reported providing the Board with a copy of the proposed resolution, he read the proposed resolution into record. Mr. Robbins further explained the purpose of the resolution. Some concerns were brought up by Director Off and Director Kruse, both were in favor of tabling the resolution. Mr. Robbins highlighted the issues the resolution will resolve. President Higel reported being in favor of the proposed resolution. Director Ward reported having no opposition in tabling the resolution at this time. Director Keller voiced his concern and highlighted a few points in the resolution which he feels the Board needs to consider.

President Higel thanked Mr. Simpson for his report.

PROGRAM MANAGER'S REPORTS

President Higel asked for the Program Manager's reports.

- ***Subdistrict No. 1- Marisa Fricke:*** Marisa Fricke updated the Board on the programs being offered in 2021. Ms. Fricke reported on the progress of the reduction in pumping, maintaining phone calls and that the Annual Report would be due soon. She also reported on

the continued work being done to help those who have nonexempt wells into compliance with the ground water rules prior to the March deadline. Discussion was held on the new well permit program and if a cover crop would be required. Ms. Fricke reported the Board of Managers of Subdistrict No. 1 are considering all of the factors with the new program and are working to address everything best they can.

President Higel thanked Ms. Fricke for her report.

- ***Subdistrict No.'s 2, 3 and 6-Amber Pacheco:*** Amber Pacheco reported preparing to file the required reports according to the Rules and Regulations of the Subdistricts. Ms. Pacheco updated the Board on the collaborative work being done among the Board of Managers to secure replacement sources. She reported Subdistrict No. 2 is working on an interruptible water supply plan and the potential property purchases Subdistrict No. 3 is working on as well as preliminary work being done in Subdistrict No. 6 by engineers on alternate methods. Ms. Pacheco highlighted the joint Subdistrict working group and what they are working to accomplish. She reported working with those needing to contract into the Subdistricts and explained why Subdistrict No. 2 amended their Rules and Regulations. Ms. Pacheco requested the Board take action on the reappointments of Board of Managers of Subdistrict No. 6 who are Tyler Faucette, Gerald Faucette, Kenneth Reynolds, and new member Robert Middlemist who is replacing Rodney Archer.

A motion was made by Cory Off to approve the list of Board of Managers of Subdistrict No. 6 as presented. The motion was seconded by Peggy Godfrey and unanimously approved.

Ms. Pacheco provided an updated on the Russell Lake wells and which Subdistrict they are in as well as how they will pay fees. Mr. Simpson provided the number of wells and the amount of water used as mitigation for the Closed Basin Project.

President Higel thanked Ms. Pacheco for her report.

- ***Subdistrict No.'s 4 and 5-Chris Ivers:*** Chris Ivers reported Subdistrict No. 4 extended the deadline to contract wells into Subdistrict No. 4 and highlighted the contracts being worked on. Mr. Ivers stated the Subdistrict continues to focus on Well Injury Payment agreements and acquire wet water for those not willing to sign an agreement. He reported the Subdistrict has received offers from land owners and will make a decision at the next meeting. Mr. Ivers provided an update on the Russel Lakes contract, the Town of Saguache contract as well as the hurdles and opposition from land owners Subdistrict No. 5 has faced. He also reported Subdistrict NO. 5 has had a difficult time acquiring water and continue to seek different options. Mr. Ivers updated the Board on the Annual Replacement Plans for both Subdistricts as well as when they are due to the State.

President Higel thanked Mr. Ivers for his report.

The meeting recessed for lunch at 12:50 p.m. and resumed at 1:30 p.m.

DISTRICT ENGINEER'S REPORT

President Higel asked for the District engineer's report. Clinton Phillips presented the unconfined aquifer storage study area and the confined aquifer storage study area update. He highlighted the change for January and provided the current aquifer level, current five (5) year average level and the acre feet needed to get to the -400,000 level. He presented the overall graph going back to 1976 which included the five (5) year average and the data from the confined aquifer monitoring wells. Discussion was held on the fluctuation in the data from the CON 1 and RIO 1 wells as well as the status of hiring additional engineering support.

President Higel thanked Mr. Phillips for his report.

DISTRICT LEGAL COUNCEL'S REPORT

President Higel asked for the District's attorney report. David Robbins provided an update on the Subdistrict No. 1 challenge to the Annual Replacement Plan and setting of the fees as well as the litigation regarding NEWUA. Mr. Robbins updated the Board on the Texas vs. New Mexico case, and highlighted working with Mr. Simpson on the Family Medical Leave policy, support letters, issues dealing with taxes on District acquired property and the passing of Kirk Thompson. Mr. Simpson

reported on the Division 3 resume and asked the Board to consider filing friendly opposition to one case. Mr. Robbins further explained the reasoning behind filing a statement of opposition to support the Navajo

A motion was made by Cory Off to authorize the District to file a state of opposition to support the Navajo water exchange??. The motion was seconded by Bill McClure and unanimously approved.

President Higel thanked Mr. Robbins for his report

SENATOR BENNET'S OFFICE-ERIN MINKS

President Higel asked for Senator Bennet's Office report. Erin Minks announced Michael Bennet was not up for re-election and is in the last two (2) years of his term and he does intend to run again. Ms. Minks reported on meetings held this summer that were tied to the District. She highlighted Mr. Bennet's position on the Ag Committee and asked the Board to contact them with any issues that may arise with the CREP program. Director Kruse requested assistance from the Senator in connection with issues concerning the CREP eligibility rules.

President Higel thanked Ms. Minks for her report.

STEALEY II-BECKY BROOKS

President Higel asked for Stealey II report. Becky Brooks reported on the work being done within the legislature and when they would come out of recess. Ms. Brooks highlighted there are many bills being held until the legislation is back in session and reported not being aware of what water bills they may be considering. Discussion was held on a potential new bill from Representative Valdez.

President Higel thanked Ms. Brooks for her report.

DIVISION (3) ENGINEER'S REPORT-PAT MCDERMOTT

President Higel asked for Division Engineers report. Pat McDermott provided an update on the ongoing affairs at the Division of Water Resources. Mr. McDermott presented the estimated acre foot annual flow at Del Norte and the obligated acre feet to the downstream states. He also provided the anticipated end of year status on the Rio Grande River and highlighted the estimated annual flow index acre feet on the Conejos River system as well as on the Carneros Creek. Mr. McDermott presented hydro graphs and histograms for the Saguache Creek and Trinchera Creek. He also provided the reservoir storage in the upper Rio Grande Basin as well as the current storage level at Elephant Butte reservoir. Mr. McDermott updated the Board on the Division three (3) Ground Water Rules and reported working to get non exempt wells augmented, contracted into a Subdistrict or new inactive. Mr. McDermott highlighted article seven (7) of the Rio Grande compact, presented the 2020 abandonment procedure, the temperature and precipitation outlook for February through April 2021. Mr. McDermott provided an update on the upper Rio Grande River basin snowpack, the January 19, 2021 snowpack conditions, snow/water equivalent and the January 1, 2021 forecasted runoff.

President Higel thanked Mr. McDermott for his report.

U.S.B.R REPORT- MORGAN DINGFELDER

President Higel asked for U.S.B.R report. Mary Finnegan reported on the water salvage operations and the total acre feet delivered to the Alamosa National Wildlife Refuge, Blanca Wildlife Habitat, Head Lake West, Rio Grande River and San Luis Lakes. Ms. Finnegan provided an update on project deliveries, the maintenance branch, the Rio Grande Water Conservation District crew, the Manager's work and work being done in the laboratory. Director Godfrey commented on the project paid depletions for the Subdistricts. Mr. Simpson reported the manager at the Bureau Russ Plummer would be retiring and announced long time employee of the Rio Grande Water Conservation District Ed Gyilling had retired.

President Higel thank Ms. Finnegan for her report.

U.S.F. & W.S. REPORT- CHRIS SCHAFFER

President Higel asked for the U.S.F. & W.S. report. Chris Schaffer reported on the ongoing augmentation work as well as the Director of Fellowship Program

President Higel thanked Mr. Schaffer for his report.

U.S.P.S REPORT- PAM RICE

President Higel asked for U.S.P.S. report. Pam Rice provided an update on the visitation numbers at the Park in connection with the unique year. Ms. Rice highlighted the percent of average on Medano Creek, Sand Creek and reported joining Subdistrict No. 1 in order to come into compliance with the Groundwater Rules. Ms. Rice reported on their approved sustainability metric, plan to purchase Medano Ranch, elk pilot program and provided an update on the Rio Grande Cut Throat trout restock plan.

President Higel thanked Ms. Rice for her report.

SLVWC DISTRICT/CWCB REPORTS-HEATHER DUTTON

President Higel asked for the SLVWC District and CWCB reports. Heather Dutton reported on the work being done to help get wells into compliance with the Groundwater Rules and the discovery made on how to augment the confined aquifer. Ms. Dutton updated the Board on the continued work with CPW and other partners on flexibility within augmentation releases. Ms. Dutton reported CWCB continues to have conversations regarding a Colorado River program as well as continuing to give out loans.

President Higel thanked Ms. Dutton for her report.

COLORADO STATE PARKS AND WILDLIFE REPORT-RYAN UNTERREINER

President Higel asked for Colorado State Parks and Wildlife Report. Ryan Unterreiner reported contracting with Subdistrict Nos. 2 and 6 in an effort to come into compliance with the Groundwater Rules. Mr. Unterreiner provided the location of the wells and highlighted the wells at Russell Lakes. He also provided an update on the dam issues at Rito Hondo reservoir and reported CPW hopes to introduce the Rio Grande Cut Throat trout back into the Sand Creek system.

President Higel thanked Mr. Unterreiner for his report.

EDUCATION REPORT-BETHANY HOWELL

President Higel asked for the Education Report. Bethany Howell thanked the Board for another year of support and provided an update on the fall programs. Ms. Howell reported the summer programs were cancelled and she is working with the new program coordinator to vamp up their online presence. She reported on the lower participation level this year due to the Coronavirus. Ms. Howell provided an update on the SLV pumpkin patch and hope to have a water festival this year.

President Higel thanked Ms. Howell for her report.

RIO GRANDE HEADWATER RESTORATION PROJECT-EMMA REESOR

President Higel asked for the Rio Grande Headwaters Restoration Project report. Emma Reesor thanked the Board for their support and provided an update on phase five (5) of the Riparian Stabilization project. Ms. Reesor reported on new construction projects, partnership projects to restore riparian habitat and the new projects coming up this year.

President Higel thanked Ms. Reesor for her report.

HEADWATERS ALLIANCE-HEATHER GREENWOLF

President Higel asked for the Headwater Alliance report. Heather Greenwolf thanked the Board for their ongoing support in Mineral County.

President Higel thanked Ms. Greenwolf for her report.

COLORADO OPEN LANDS-JUDY LOPEZ

President Higel asked for Colorado Open Lands report. Judy Lopez stated she would update the Board at a later time.

SALAZAR RIO GRANDE DEL NORTE CENTER-RIO DE LA VISTA

President Higel asked for Salazar Rio Grande Del Norte Center report. Rio de la Vista updated the Board on the Rio Grande Natural Area and restoration on the BLM. Ms. De la Vista reported on a ribbon cutting coming up east of Manassa on the new signage. She highlighted the 2021 Water Symposium; Mr. Simpson reported a formal request was made for sponsorship from the Rio Grande Water Conservation District.

A motion was made by Armando Valdez to sponsor the Water Symposium for \$3,000.00. The motion was seconded by Cory Off and unanimously approved.

Mr. Simpson reported Ms. De la Vista was recognized for her passion and interest in conservation.

President Higel thanked Ms. De la Vista for her report.

Executive Session

President Higel asked for a motion to enter into executive session to receive legal advice concerning real property acquisitions. A motion was made by Bill McClure to enter into executive session. The motion was seconded by Dwight Martin and unanimously approved.

Mr. Robbins stated the Board was entering into executive session to discuss potential real property acquisitions. The Board would take no formal action or position during the executive session.

Action on Executive Session Discussion

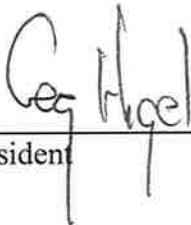
David Robbins stated the Board was in executive session and had voted to come out. Discussion was related to potential property acquisitions.

ADJOURN

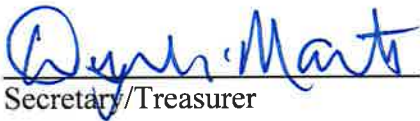
A motion was made by Bill McClure to adjourn the meeting. The motion was seconded by Cory Off and unanimously approved.

The meeting was adjourned at 4:46 p.m.

The next scheduled quarterly meeting will be held on April 20, 2021.



President



Secretary/Treasurer

RESOLUTION

STANDARDS OF CONDUCT FOR ALL DISTRICT INSTRUMENTALITIES

Board of Directors
Rio Grande Water Conservation District

January 19, 2021

The Board of Directors of the Rio Grande Water Conservation District, at the First Regular Quarterly Meeting of the Board, this 19th day of January 2021 does Find and Resolve:

WHEREAS, the Rio Grande Water Conservation District was established by the Colorado Legislature as a body corporate and as a public agency for specified purposes pursuant to Section 37-48-101, C.R.S. et seq.; and

WHEREAS, The Rio Grande Water Conservation District must comply with the provisions of its statutory authority and all other applicable statutes duly adopted by the Legislature; and

WHEREAS, the Rio Grande Water Conservation District Board of Directors has continually sought to conduct its business in an open, public, and transparent fashion that is free from any implication of arbitrariness or conflict of interest; and

WHEREAS, the Rio Grande Water Conservation District has established six (6) sub-districts, pursuant to its statutory authority, to provide groundwater management in various areas within the Rio Grande Water Conservation District boundaries and is a party to several Intergovernmental agreements with other entities of government; and

WHEREAS, it is recognized that in order to obtain the service of community members in fulfilling the duties required of the Board of Directors and of the Boards of Managers it is necessary and desired to include individuals with a strong knowledge and interest in the activities of the Rio Grande Water Conservation District and its Subdistricts that will necessarily result in Board members having personal or economic interests in the water resources of the San Luis Valley; and

WHEREAS, the Rio Grande Water Conservation District Board of Directors, because of the increasing number of duties it must perform and the increasing number of citizens who are participating on behalf of the District in assisting with the performance of those duties, has concluded that there is the need to adopt a formal statement of the requirements and expectations concerning the conduct of the affairs of the Rio Grande Water Conservation District.

NOW THEREFORE, the Rio Grande Water Conservation District Board adopts and implements the following requirements and guidelines concerning the applicable Standards of Conduct related to the manner for addressing conflicts of interest, appearances of conflict of

interest and potential conflicts of interest as they relate to the performance of official business of the Rio Grande Water Conservation District, its subdistricts or any agreements or Intergovernmental Agreements to which the District is a party:

1. The Rio Grande Water Conservation District, including its Subdistricts and entities formed by Intergovernmental Agreements to which it is a party (hereinafter collectively referred to as the “District”), together with any Board member or employees thereof or appointed representatives therefore, must comply with all Colorado statutes applicable to the conduct of public employees, as more specifically set forth in Title 24, Article 18 of the Colorado Revised Statutes.
2. A conflict of interest means the engagement in an official act or recommendation of the District that may be influenced by a real or perceived direct economic benefit to the Board member or employee. A conflict of interest exists when a Board member or employee is a member of another organization or entity that has the purpose of formally opposing or litigating any Board or Subdistrict action or policy. A conflict of interest may also exist in circumstances where the Board member or employee has a personal or professional interest that would interfere with participating objectively in an official act or recommendation.
3. In particular, the members of the Board of Directors, the members of the Boards of Managers of each of the Subdistricts and any other official representatives of the District, as well as all employees of the District, must comply with the provisions of Section 24-18-109, C.R.S.
4. In performing duties for the District, in any capacity, each person who has a direct personal interest, including any financial interest, hereafter referred to as “ the matter in question”, must comply with the following requirements:
 - a. Prior to the initiation of any action on behalf of the District related to the matter in question, to first disclose the specific nature of the personal interest, including any potential for such an interest to arise; and,
 - b. Formally withdraw from all actions of the District related to the matter in question, including the withdrawal from all meetings or planning sessions when the matter in question is discussed, the withdrawal from all debates or discussions about how the matter in question will be decided or resolved, the recusal from all votes, straw polls or other pre-decisional or decisional activities of the District on the matter in question; and,
 - c. Specifically refrain from any discussions with other Board members or employees of the District about the matter in question whether before, during, or after a final decision has been rendered on the matter in question.

- d. The exception to these requirements is that a person covered by this Resolution may seek to participate in water conservation programs sponsored by the District. After complying with all of the disclosure and recusal actions noted above the person may interact with the staff of the District in order to complete the necessary applications, respond to questions, provide additional information and execute the necessary contracts. All decisions whether or not to approve the participation of a person covered by this Resolution in District conservation programs must be made by the appropriate Board without influence from the person seeking to participate. All actions related to this exception must be properly documented.

5. If, after disclosure of an actual or potential conflict of interest, a Board member of the District may be permitted to vote on a matter in question if, and only if, there has been full public disclosure of the nature and extent of the personal interest, including financial interest(s), and it is necessary for the vote to occur in order to obtain a quorum or otherwise to enable the District to act.

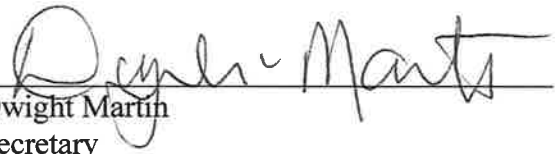
The purpose of this Resolution is to provide guidance and a minimum standard of conduct for all Board members and employees of the District and it does not supplant or replace the applicable Colorado Statutes in relation to the control of the applicable Standards of Conduct.

Done this 19th day of January 2021

For the Board of Directors: ATTEST:



Greg Higel
President



Dwight Martin
Secretary

<p>DISTRICT COURT, WATER DIVISION NO. 3 COLORADO</p> <p>Alamosa County Courthouse 8955 Independence Way Alamosa, CO 81101 (719) 589-9107</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>CONCERNING THE APPLICATION FOR WATER RIGHTS OF</p> <p>NAVAJO DEVELOPMENT CO., INC.</p> <p>IN HINSDALE COUNTY</p>	
<p>David W. Robbins, # 6112 Peter J. Ampe, # 23452 Hill & Robbins, P.C. 1660 Lincoln St., Suite 2720 Denver, CO 80264 Phone: (303) 296-8100 Fax: (303) 296-2388 E-mail: davidrobbins@hillandrobbins.com peterampe@hillandrobbins.com</p>	<p>Case Number: 19CW3018</p> <p>Ctrm/Div: _____</p>
<p>STATEMENT OF OPPOSITION</p>	

1. Name, mailing address, and telephone number of Objector:

Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101
Telephone: 719-589-6301

2. State facts as to why the application (“application”) should not be granted or why it should be granted only in part or on certain conditions:

- a. The Objector, Rio Grande Water Conservation District (“District”), was established pursuant to C.R.S. § 37-48-101, *et. seq.*, for the express purpose of safeguarding the waters of the Rio Grande, and its tributaries, to which Colorado is equitably entitled by the Rio Grande Compact, C.R.S. § 37-66-101, *et. seq.*

- b. The District is charged with, among other things, the conservation and management of the waters of the Rio Grande and its tributaries.
- c. The Rio Grande Compact has a principal purpose of defining and limiting the amount of consumptive use of the Rio Grande and its tributaries that can occur in each of the compacting states under a variety of hydrologic conditions. The waters of the Rio Grande and its tributaries that Colorado is entitled to consume for beneficial purposes have long been over-appropriated. *State Engineer v. Bradley*, 53 P.3d 1165, 1167 & n.2 (Colo. 2002).
- d. The District generally supports the application, but enters the case to assure that the terms and conditions in the final decree are sufficient to avoid injury to existing water rights and not interfere with the State of Colorado's ability to fulfill its obligations under the Rio Grande Compact.
- e. The District reserves the right to withdraw its statement of opposition should subsequent review of this application suggest that the statement of opposition is unnecessary.
- f. The District reserves the right to state additional, more specific grounds for objection as more information becomes available. This statement of opposition is continuing in nature, until withdrawn, and shall apply equally to any other amended applications that may be filed herein, so that the filing of separate statements of opposition by the District to any such amended applications will be unnecessary.
- g. The District states affirmatively that it has directed its attorney to file this statement of opposition in order to do so within the statutory period.

Dated: January 20, 2021.

Respectfully submitted,

signed original on file at Hill & Robbins, P.C.

s/ Peter J. Ampe

Peter J. Ampe

**VERIFICATION AND ACKNOWLEDGMENT OF APPLICANT OR OTHER PERSON
HAVING KNOWLEDGE OF THE FACTS STATED IN THIS APPLICATION**

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the 20th day of January 2021, at Alamosa, Colorado
(city or other location, and state OR country)

Cleave Simpson
Printed Name



Signature

The person signing this verification is: General Manager, Rio Grande Water Conservation District.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 20th day of January 2021, service of the foregoing **STATEMENT OF OPPOSITION** was made CCE to all parties of record.

signed original on file at Hill & Robbins, P.C.

/s Peter J. Ampe

Peter J. Ampe

**STORAGE LEASE AGREEMENT
BETWEEN THE SAN LUIS VALLEY IRRIGATION DISTRICT
AND THE RIO GRANDE WATER CONSERVATION DISTRICT**

THIS STORAGE LEASE AGREEMENT ("Lease"), entered into on this 18th day of January, 2021 (the "Effective Date"), between the SAN LUIS VALLEY IRRIGATION DISTRICT, whose address is P.O. Box 637, Center, Colorado 81125, hereinafter referred to as the "Irrigation District," and the RIO GRANDE WATER CONSERVATION DISTRICT, whose address is 8805 Independence Way, Alamosa, Colorado 81101, hereinafter referred to as the "Lessee." The Irrigation District and Lessee may be referred to individually as a "Party" or jointly as the "Parties."

RECITALS

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

B. The Lessee is a water conservation district organized, existing, and operating under and pursuant to Rio Grande Water Conservation District Act, Article 48 of Title 37 C.R.S.

C. Section 37-48-108, C.R.S. authorizes the Lessee to establish subdistricts under the provisions of §§ 37-48-123 – 127, C.R.S. In 2006, the Lessee established Special Improvement District No. 1 ("Subdistrict No. 1") to cause groundwater levels in the Unconfined Aquifer of the Closed Basin to recover, and then to maintain a sustainable irrigation water supply in the Unconfined Aquifer and to protect senior surface water rights and avoid interference with Colorado's obligations under the Rio Grande Compact. Subdistrict No. 1 approved a Plan of Water Management ("PWM") which was decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 and upheld by the Colorado Supreme Court on December 19, 2011. In accordance with the PWM, Subdistrict No. 1 adopts an Annual Replacement Plan ("ARP") each year which, in part, calculates injurious stream depletions, stream replacement quantities and locations, and lists a remedy portfolio to be used to replace such injurious stream depletions.

D. Additionally, the Lessee has established five additional Special Improvement Districts ("Subdistrict Nos. 2-6"), which have approved Plans for Water Management. Each of these subdistricts is responsible for adopting ARPs each year which, in part calculate injurious stream depletions caused by wells within the subdistrict, stream replacement quantities and locations, and a remedy portfolio to be used to replace such injurious stream depletions.

E. Most of the subdistricts will require storage for a portion of their water portfolios to assure the ability to replace injurious stream depletions to the Rio Grande caused by wells within each subdistrict at the time and location such depletions would cause injury.

F. Lessee has determined that it will require 10,000 acre-feet of firm storage space to ensure the availability of sufficient water to meet the obligation of these subdistricts to replace injurious depletions in time, location, and amount.

G. The Parties wish to facilitate implementation of Lessee's use of the Subdistricts' available supplies of water for the replacement of injurious depletions by obtaining and providing storage space in Rio Grande Reservoir. The Parties acknowledge that some of the Lessee's water supply can be stored in Rio Grande Reservoir only by exchange.

H. The Irrigation District owns Rio Grande Reservoir located on the headwaters of the Rio Grande in Sections 5, 6, 7, 8, 9, 10, 13, 14, 15 and 16 Township 40 North, Range 4 West, and Sections 31 and 32, Township 41 North, Range 4 West, N.M.P.M., Hinsdale County, Colorado.

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

J. Lessee is authorized to enter this Lease pursuant to section 37-48-127, C.R.S., and on behalf of each Subdistrict as provided in their respective Plans of Water Management.

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 Lessee and Irrigation District as follows:

1. Definitions

1.1. "Effective Date" means the date this Lease is entered as set forth above.

1.2. "Firm Storage" means ten-thousand (10,000) acre-feet of storage space in Rio Grande Reservoir in which Lessee may store Lessee Controlled Water which cannot be spilled or evacuated from the Reservoir except as provided for in this Lease.

1.3. "Firm Outlet Delivery Capacity" means a maximum of fifteen (15) cubic feet per second ("cfs") within Rio Grande Reservoir's outlet works that will be made available to Lessee. Lessee may also use space available capacity in the outlet works that is not being used by the Irrigation District or other entities.

1.4. "Lease" means this Lease, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Lease, and any future modifying agreements, exhibits, attachments, or references incorporated herein.

1.5. "Lessee" means the Rio Grande Water Conservation District and any Subdistricts established pursuant to the Lessee's statutory authority found in §§ 37-48-123 – 127, C.R.S.

1.6. "Lessee Controlled Water" means any and all water owned or controlled by Lessee or Subdistricts legally established by Lessee, including but not limited to native water, transmountain water, water, or water rights that Lessee or a Subdistrict purchased or leased which is stored in Rio Grande Reservoir pursuant to this Lease.

1.7. "Operation and Maintenance Costs" means 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 Lease.

1.8. "Pro-Rata Share" means the percentage equivalent to Lessee's Firm Storage proportionate to the storage capacity of the Reservoir which when fully operational is 51,113 acre-feet. For purposes of this Lease, the Pro-Rata Share shall be 19.5% $[10,000 \div 51,113]$.

1.9. "Reservoir" means the Rio Grande Reservoir which is owned and operated by the Irrigation District and is located at the headwaters of the Rio Grande in Sections 5, 6, 7, 8, 9, 10, 13, 14, 15 and 16 Township 40 North, Range 4 West, and Sections 31 and 32, Township 41 North, Range 4 West, N.M.P.M., Hinsdale County, Colorado.

1.10. "Restricted Storage Capacity" means when the physical legal storage capacity in the Reservoir is less than 51,113 acre-feet as determined by any order of the State Engineer's office that restricts the storage capacity of the Reservoir, or the capacity of the Reservoir that is less than 51,113 acre-feet that is a result of necessary drawdown due to maintenance or repair of the Reservoir resulting from an order pursuant to § 37-87-107, C.R.S.

1.11. "Space Available Storage" means capacity in the Reservoir in excess of Firm Storage in which Lessee may store Lessee Controlled Water which is subject to spill or evacuation as provided for in this Lease.

1.12. "Subdistricts" means Special Improvement District Nos. 1-6 established pursuant to the Lessee's statutory authority found in §§ 37-48-124 - 127, C.R.S., and any additional subdistricts Lessee may legally establish during the term of this Lease.

2. Lease.

2.1. Firm Storage. The Irrigation District leases and Lessee may use Firm Storage to store Lessee's Controlled Water for any decreed or administratively approved purpose.

2.2. Firm Outlet Delivery Capacity. The Irrigation District leases and Lessee may use the Firm Outlet Delivery Capacity to deliver the Lessee's Controlled Water to the Rio Grande.

2.3. Space Available Storage. The Irrigation District leases and Lessee may use on a non-exclusive basis Space Available Storage to store Lessee's Controlled Water for any decreed or administratively approved purpose subject to spill or evacuation as provided for in paragraph 6.7 of this Lease.

2.4. Lease Term. This Lease begins on the Effective Date and expire thirty (30) years later.

3. Payment.

3.1. Amount. Lessee will annually pay the Irrigation District five-hundred thousand dollars (\$500,000.00) for its Firm Storage Capacity of 10,000 acre-feet and the right to store Lessee Controlled Water in Space Available Storage, which payment must be made regardless of the amount of Lessee Controlled Water being stored in the Reservoir. The initial payment is due on the Effective Date with each annual payment thereafter due on or before the anniversary of the Effective Date.

3.2. Failure to Make Payment. If Lessee fails to make the annual payment when due, the Irrigation District may not deliver any of the Lessee's water from its Firm Storage and Space-Available Storage or deliver any additional Lessee water into that Storage until all past-due payments are made.

4. Option to Renew. The Lessee has the right to renew this Lease for an additional term of thirty (30) years following the end of the initial thirty (30) year term. The initial price for the renewed lease will be determined by applying the Bureau of Labor Statistics Consumer Price Index (CPI) CPI-U (CPI for all urban customers, U.S. city average, all items) from the Effective Date of this Lease to the effective date of such renewal. The renewed lease may also require a CPI adjustment every five (5) years from the effective date of that lease and a payment of Lessee's pro-rata share of annual operation and maintenance costs as determined and agreed to by the Parties. The Lessee must notify the Irrigation District of its intent to exercise this option no later than 180 days prior to the expiration of the Lease Term.

5. Operation, Maintenance and Repair.

5.1. Costs. During the Lease Term, the Irrigation District is responsible for all costs for operation, maintenance, and repair of the Reservoir and its infrastructure.

5.2. Maintenance Personnel. The Irrigation District is responsible for and will furnish all personnel, including contractors, necessary for the operation and maintenance of Rio Grande Reservoir, including, but not limited to, reading and operating gauges, valves, and gates, reservoir storage accounting, maintenance of the Irrigation District's property including the caretaker's house, and normal preventative maintenance.

6. Storage and Release of Lessee Controlled Water

6.1. Lessee's Annual Operations. Lessee must provide the Irrigation District with a good faith estimate of its anticipated storage and release needs on or before April 15th of each year, which it will update as conditions require. Lessee is not bound by its good faith estimate and must notify the Irrigation District of any adjustments to its estimate when it determines an adjustment may be necessary.

6.2. Reservoir Operation. The Irrigation District is responsible for all aspects of the operation of the Reservoir and 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 Division Engineer or as reasonably determined by the Irrigation District for safe Reservoir Operations.

6.3. Best Efforts. The Irrigation District will use its best efforts to store and release Lessee Controlled Water as directed by Lessee, provided however, that storage, release, and spill of that Water is subject to and must be consistent with the terms and conditions of this Lease, any decree or other legal approval of Lessee's use of Lessee Controlled Water, and the direction of the Division Engineer. The Irrigation District cannot guarantee but will make its best efforts to assure that storage or release of the Lessee Controlled Water is accomplished at the flow rates requested.

6.4. Exchange of Lessee Controlled Water. A portion of Lessee Controlled Water can be delivered to and stored in Rio Grande Reservoir only by exchange. Lessee is solely responsible for the exercise and coordination of those exchanges with the Division Engineer.

6.5. Delivery. Lessee will take delivery of Lessee Controlled Water in Rio Grande Reservoir at the point the Reservoir outlet works discharges into the Rio Grande. The Irrigation District will have no obligation or responsibility for delivery of the Lessee Controlled Water stored in Rio Grande Reservoir downstream of the Reservoir's outlet works. Lessee is responsible for all transit losses that may be assessed on the delivery of its water in the Rio Grande, as well as any administrative restrictions or other delivery requirements or limitations that may be assessed by the State or Division Engineer.

6.6. Hold Order. If the Reservoir's storage capacity is subject to a lawful hold order or is otherwise restricted to storage of less than 51,113 acre-feet, Lessee will be entitled to its Pro-Rata Share of the total Restricted Storage Capacity of the Reservoir. The Irrigation District may also, if required because of operational limitations or safety, restrict Lessee's Firm Outlet Delivery Capacity in proportion with the delivery capacity of the Irrigation District and other lessees.

6.7. Release of Water in Space Available Storage. In the event there is Lessee Controlled Water in Space Available Storage that is needed for storage of the Irrigation District's decreed storage rights or water available for storage in other parties' firm space leased by the Irrigation District, then Lessee Controlled Water in Space Available Storage will be released on a pro-rata basis with other water in space available storage until sufficient space is vacated for the Irrigation District's water or other firm space water. The Irrigation District will use its best efforts to release Lessee Controlled Water as directed by Lessee, provided however, that storage, release, and spill of Lessee Controlled Water is subject to and must be consistent with the terms and conditions of this Lease, any decree or other legal approval of Lessee's use of Lessee Controlled Water, and the direction of the Division Engineer.

6.8. Spill or Emergency Release. If the Irrigation District is required to release water from the Reservoir because the Reservoir is full and spilling, an emergency, or other order of the State or Division Engineer, the Irrigation District will if possible, prior to making such a release, consult with the Lessee to determine whether it can move Lessee Controlled Water to a place of Lessee's choosing and, if it can, the Irrigation District will coordinate with Lessee to do so. If a spill or release under this paragraph 6.8 is still required or if the Irrigation District is unable to

move Lessee Controlled Water to a location identified by Lessee, release of water from the Reservoir will be made in the following order:

6.8.1. Water stored in Space Available Storage, including any Lessee Controlled Water in Space Available Storage, will be released on a pro-rata basis with other entities' water stored in Space Available Storage.

6.8.2. Irrigation District Water that can be legally and physically diverted at the Farmers Union Canal Headgate.

6.8.3. Irrigation District Water will be exchanged to Santa Maria and/or Continental Reservoirs to the extent exchange potential exists and storage space in Santa Maria and/or Continental Reservoirs is available.

6.8.4. Santa Maria water previously stored in the Reservoir by exchange.

6.8.5. Water stored in all Firm Storage accounts on a pro-rata basis.

6.9 Exchange. Lessee will use water rights under its control to place water in storage under this Agreement by the use of decreed or undecreed exchanges. In order to protect the ability of Lessee to operate these exchanges and to ensure that Lessee will receive its benefits under this Agreement, in any storage agreement the Irrigation District enters into after the date of this Agreement to provide storage in the Reservoir, the Irrigation District will include a term and condition in such future storage agreements as follows:

Operation of any exchange into the Reservoir by lessee will be subordinated to the operation of any exchange by the Rio Grande Water Conservation District ("Conservation District") in order to supply water to the Conservation District's Firm Storage or Space Available Storage under its Storage Lease Agreement dated January 18, 2021. Prior to exercising an exchange into the Reservoir, lessee will provide the Irrigation District with written notice, which must be received by the Irrigation District at least 24-hours prior to the expected start of the exchange, stating that it has consulted with the Conservation District and the Conservation District has determined that the operation of lessee's exchange at the rate of flow and volume stated will not interfere with the Conservation District's ability to exchange water at that time. Absent such written notice, the Irrigation District may not agree to store water by exchange for lessee.

Storage agreements entered by the Irrigation District prior to this Agreement that are subsequently amended or extended pursuant to an option to renew and, the storage of Compact Water whether by the Division Engineer's administrative determination or a storage agreement with the State of Colorado, will not be subject to the terms and conditions of this paragraph 6.9.

7. Water Rights Adjudication

7.1. Notice to Irrigation District. Lessee will keep the Irrigation District fully advised of its efforts to obtain legal approval to store Lessee Controlled Water in the Reservoir, including

but not limited to changes of water rights, exchanges, or substitutions, as well as any administrative proceedings including applications for substitute water supply plans or interruptible water supply agreements, or other water court or administrative applications involving the use of the Reservoir. The Lessee must provide the Irrigation District with any application to the water court or administrative agency which includes the storage and use of Lessee Controlled Water in the Reservoir within fourteen (14) days of filing such application and consult in good faith with the Irrigation District to seek to resolve any good faith Irrigation District concerns.

7.2. Irrigation District Opposition. The Irrigation District will not oppose or participate in the formation of opposition by another party to any judicial or administrative proceeding involving the storage and use of Lessee Controlled Water in the Reservoir unless it has first consulted in good faith with Lessee to determine whether such opposition can be avoided. If the Irrigation District opposes any application filed by Lessee, it will limit its participation to assuring that storage in the Reservoir is consistent with the terms and conditions of this Lease and will not injure the Irrigation District's decreed water rights.

7.3. RGWUA. The Irrigation District is a member of the Rio Grande Water Users Association ("RGWUA") and the Parties understand that the RGWUA advances its own independent interests. Nothing in this Lease, including this paragraph 7.3, restricts in any manner or circumstance any opposition, objections or other actions taken by the RGWUA with respect to any proceeding initiated by the Lessee, or any opposition, objections, or other actions taken by Lessee with respect to any proceeding initiated by the RGWUA. However, consistent with paragraph 7.2, the Irrigation District representatives will not vote or advocate against any judicial or administrative proceeding involving the storage and use of Lessee Controlled Water in the Reservoir on which the RGWUA considers taking a position.

8. Default

8.1. Failure to Perform. The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a default.

8.2. Cure. In the event of a default, notice must be given in writing by the aggrieved Party to the defaulting Party in the manner provided below in paragraph 10. The defaulting Party will have fourteen (14) days thereafter to cure the default unless the cure will reasonably require more than 14 days, in which case the defaulting Party will have 14 days to undertake substantial action to cure the default and thereafter diligently complete the curative actions. If the defaulting Party fails to cure the default, then the aggrieved Party, in addition to any other remedies that may be available in law or in equity, will have the right to terminate this Lease by 30 days written notice to the defaulting Party.

9. Remedies. If either Party is in default under any provision of this Lease, the other Party shall have all of the remedies available to them in law or equity and any other remedies set forth in other sections of this Lease. The non-defaulting Party may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

10. Notices. All notices required to be given pursuant this Agreement may be hand delivered with receipt required or sent by certified mail return receipt requested to such Party's principal representative at the address set forth below. In addition, but not in lieu of a hard-copy notice, notice will also be sent by e-mail to the e-mail address set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices must be sent. Unless otherwise provided herein, all notices will be effective upon receipt either in person or by mail.

If to the Irrigation District:

San Luis Valley Irrigation District
Attention: Superintendent
296 Miles Street
PO Box 637
Center, Colorado 81125
e-mail: robert@slvid.org
Telephone: (719) 754-2254

If to Lessee:

Rio Grande Water Conservation District
Attention: General Manager
8805 Independence Way
Alamosa, Colorado 81101
e-mail: cleave@rgwcd.org
Telephone: (719) 589-6301

11. Governmental Immunity. Notwithstanding any other provision of this Lease to the contrary, none of the Lease's terms or conditions may be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protections provided to the Irrigation District or Lessee 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).

12. Accounting. The Irrigation District, after consultation with Lessee, must implement and utilize such reservoir accounting procedures to effectuate this Lease as may reasonably be required by the Division Engineer.

13. No Abandonment. By entering this Lease and storing the Lessee's water, the Irrigation District does not and does not intend to abandon, relinquish, or forfeit any amount of water or storage space associated with its water rights decreed for storage in the Reservoir. The Irrigation District retains the right to store its water in any allocated storage capacity when it is available.

14. Seepage and Evaporation. Lessee agrees to a proportionate allocation of the loss of water for seepage and evaporation of water stored in the Reservoir. Evaporation losses will be assessed as determined by the Division Engineer, if such evaporation losses are assessed to the Reservoir.

15. Legal Right to Store. Lessee is solely responsible for assuring that Lessee Controlled Water may be legally stored in the Reservoir and can be used for the purposes designated by Lessee upon release from the Reservoir. The Irrigation District has no obligation or responsibility to store or release any Lessee Controlled Water if such storage or release from storage is not approved or is prohibited by the Division Engineer.

16. Water Quality. The Irrigation District provides no warranty but will make reasonable efforts to operate the Reservoir in a manner that does not impair the quality of the water stored in the Reservoir, including Lessee Controlled Water.

17. Use of the Reservoir for Recreational Purposes. Notwithstanding any other provisions of this Lease to the contrary, none of the Lease's terms or conditions may 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.

18. General Provisions

18.1. 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.

18.2. Assignment. The right to use storage capacity in the Reservoir as provided for in this Lease shall not be separately assigned or sublet by Lessee unless approved in writing by the Irrigation District, which approval must not be unreasonably withheld.

18.3. Binding Effect. This Lease inures to and will be binding on the successors and assigns of the Parties.

18.4. Captions and Headings. The captions and headings in this Lease are for convenience only, and may not be used to interpret, define, or limit its provisions.

18.5. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, will be applied in the interpretation, execution, and enforcement of this Lease.

18.6. Counterparts. This Lease may be executed in multiple identical original counterparts, all of which constitute one agreement.

18.7. Entire Understanding. This Lease constitutes the entire, final, and complete agreement an understanding between the Parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, representations, understandings, or agreements between the Parties and merges and integrates all conditions, covenants, negotiations, promises, representations, and understandings by, between, or among, the Parties that is in any way related to the subject matter referenced and identified in this Lease.

18.8. Extinguishment and Replacement. This Lease extinguishes and replaces any prior leases or agreements between the Parties related to storage of Lessee Controlled Water in the Reservoir upon the Effective Date.

18.9. Fair Dealing. In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of either or both Parties are separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Lease as the same are set forth herein, subject to the terms hereof; provided, however, that nothing herein may be construed as imposing on either Party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

18.10. 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 Irrigation District, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) change in 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; and (i) shortage of adequate power or transportation facilities. 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.

18.11. Good Faith. The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this Lease.

18.12. Indemnification. To the extent authorized by law, the Irrigation District will indemnify, save, and hold harmless the Lessee, its successors, assigns, employees, agents, consultants, and contractors 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 successors, assigns, employees, agents, consultants, or contractors, in the operation of the Reservoir pursuant to the terms of this Lease.

18.13. Jurisdiction and Venue. All suits or actions related to this Lease must be filed and proceedings held in the State of Colorado and venue shall be in Alamosa County, Colorado.

18.14. Modification and Amendment. This Lease may be modified or amended 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 modification or amendment.

18.15. Termination. This Lease can be terminated only with the mutual consent and expressed written agreement of both Parties.

18.16. No Partnership. This Lease does not create or establish any relationship or partnership or joint venture or similar relationship or arrangement between the Parties.

18.17. 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, are strictly reserved to the Parties and nothing contained in this Lease gives or allows 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 is an incidental beneficiary only.

18.18. Recording. This Lease must be recorded by the Irrigation District in the real property records of Hinsdale, Alamosa, Rio Grande and Saguache Counties, and the Irrigation District shall provide the Lessee a copy of the recorded Lease.

18.19. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions of this Lease are severable and any provision that is declared invalid or become inoperable for any reason shall not affect the validity of any other provision of the Lease, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

18.20. Waiver. Except as stated in this Lease, Lessee waives any loss or claim of loss against the Irrigation District, its successors, assigns, employees, agents, consultants, and contractors for the Irrigation District's operation of the Reservoir.

The Parties have signed this Lease effective on the Effective Date stated at the beginning of this Lease.

SAN LUIS VALLEY IRRIGATION DISTRICT

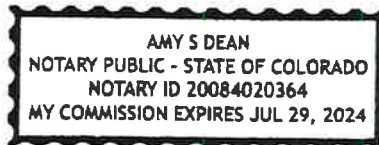
By: 
Randall Palmgren, President

STATE OF COLORADO)
)
) SS
COUNTY OF Saguache)

The foregoing instrument was subscribed and sworn before me this 18th day of January 2021, by Randall as President of the Board of Directors of the San Luis Valley Irrigation District. Palmer

Witness my hand and official seal.

My commission expires: July 29, 2024



Amy S. Dean
Notary

LESSEE - RIO GRANDE WATER CONSERVATION DISTRICT

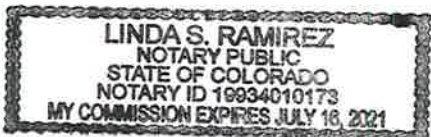
Cleve Simpson
Cleve Simpson, General Manager

STATE OF COLORADO)
)
) SS
COUNTY OF Alamosa)

The foregoing instrument was subscribed and sworn before me this 20th day of January 2021, by Cleve Simpson as General Manager of the Rio Grande Water Conservation District.

Witness my hand and official seal.

My commission expires: 7/16/2021



Linda S. Ramirez
Notary



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

REQUEST FOR FUNDING FROM THE RIO GRANDE WATER CONSERVATION DISTRICT

This form is provided to allow a request for funding and a detailed explanation of a proposed project request for funding which conserves and protects the water resources of the Rio Grande Basin exclusive of Costilla County and structures associated with water courses within.

1. Name of Project: Sponsorship of the 2021 Rio Grande State of the Basin Symposium
2. Responsible party or entity:
Rio de la Vista, Director, Salazar Rio Grande del Norte Center, Adams State University
3. Contact information: riodelavista@adams.edu, 719-850-2255
4. Date of request: January 19, 2021
5. Location of Project (Legal Description): Virtua Event, Hosted by Salazar Center
6. Detailed Description of Proposed Project: Photos attached Yes No

As the Board knows, the 2019 Rio Grande State of the Basin Symposium was very successful, attracting over 300 people to the Adams State campus and providing a wide ranging local audience with up to date information about the status of Rio Grande water issues and solutions being worked on by SLV organizations and water entities.

Then of course, 2020 changed everything. We were able to hold the 2020 Symposium in July virtually, with the tech help of the RGWCD's Michael Carson and Cleave Simpson serving as MC. Over 200 people registered for that 2 + hour evening Symposium, with State Engineer Kevin Rein as the key note speaker.

Plans are well underway for the 2021 Symposium, and while it too will need to be virtual, we have learned a great deal and are working to make this event even more engaging and interactive, while providing the community with high quality, timely information, and seeking to not be repetitive of past events. As before, the target audience will be the general public of the San Luis Valley, i.e. people who care about the Valley's water but are not deeply immersed in the complex details of water issues. For this audience, we are aiming for a Saturday morning symposium in mid to late March, before irrigation season (the date is pending availability of the keynote speaker.). We envision the program with two blocks of 90 minutes with two main topics each and some shorter highlights interspersed (such as short videos, polling, and other ways to engage participants). These would be followed by a break for folks to get their lunches organized and then a key note speaker for the lunch hour. Based on many interviews with various community members and water leaders, topics being considered for this year include:

- Annual report from the Division Engineer about the snowpack, flow forecast, aquifer status, ground water rules, any other current updates.

- Session with tips on how to navigate conversations with people you disagree with- from a water perspective- with break out component for small group discussion.
- Moderated panel on water sales, water purchases, water export, etc.- with Q&A from audience.
- Presentation on “Growing Water Smart” program from Sonoran Institute- on how communities can incorporate water into land use planning. (Note that we are working with Sonoran, with likely support from CWCB who have sponsored this many times, to host a Valley-wide workshop on this, for all six counties and towns—probably in spring of 2022.)
- Keynote speaker: Invited: DNR Director Dan Gibbs

Our request to the District is for Sponsorship for the 2021 Symposium, specifically to help cover the staff time to plan, organize, promote, and then follow up to make the content accessible afterwards. The Colorado Water Plan Grant and Gates Family Foundation grants are supporting our water education work and hard costs, but given the extended time due to Covid and other 2020 challenges mean that the same outcomes require more time to achieve. We are seeking Sponsors to help offset the staff costs and allow us to continue to build on the successes of past Symposiums.

FYI, we are also working toward a new Minor Degree in Water at Adams State, targeted for the Fall of 2021. This would include special topic seminars and other water education programs for professional development and interested community members as well as students. We are also working with the Adams State Library and others to develop a “Rio Grande Library” to collect, catalogue and curate information about the Rio Grande to organize and share water information about our basin.

Your sponsorship would be highlighted in all of the press, radio interviews, on-line promotions and during the event itself. (Please note that while the Salazar Center is part of Adams State, it is 100% funded by grants, donations and sponsorships.) *Thank you for your consideration!*

7. Amount of funding requested for proposed project from the RGWCD: \$3,000


8. Total estimated cost of proposed project: Staff time, including Director and work study student, estimated at \$10,000

9. Cost share partners (if applicable) and amounts of funds to be contributed by each:

- Gates Family Foundation- grant in progress- approximately \$5,000 toward Symposium
- SLV WCD – Sponsorship request pending
- Conejos WCD- Sponsorship request pending
- Other businesses and individuals- r Sponsorship requests pending

10. Need for 404 permit required (attached authority) Yes _____ No X. Covered by Nationwide _____

11. Approval by District: Amount \$ 3,000 Date 1-19-2021

12. RGWCD General Manager: Approved  Disapproved _____

13. Date Project Completed:

14. Documentation Completed Date:



District
Colorado 81101

10900 Highway 160

8805 Independence Way • Alamosa,

Phone: (719) 589-6301 • Fax: (719) 992-2026

Protecting & Conserving San Luis Valley Water

Rio Grande Water Conservation

REQUEST FOR FUNDING FROM THE RIO GRANDE WATER CONSERVATION DISTRICT

This form is provided to allow a request for funding and a detailed explanation of a proposed project request for funding which conserves and protects the water resources of the Rio Grande Basin exclusive of Costilla County and structures associated with water courses within.

1. Name of Project: Sponsorship of the 2021 Rio Grande State of the Basin Symposium
2. Responsible party or entity:
Rio de la Vista, Director, Salazar Rio Grande del Norte Center, Adams State University
3. Contact information: riodelavista@adams.edu, 719-850-2255
4. Date of request: January 19, 2021
5. Location of Project (Legal Description): Virtua Event, Hosted by Salazar Center
6. Detailed Description of Proposed Project: Photos attached Yes No

As the Board knows, the 2019 Rio Grande State of the Basin Symposium was very successful, attracting over 300 people to the Adams State campus and providing a wide ranging local audience with up to date information about the status of Rio Grande water issues and solutions being worked on by SLV organizations and water entities.

Then of course, 2020 changed everything. We were able to hold the 2020 Symposium in July virtually, with the tech help of the RGWCD's Michael Carson and Cleave Simpson serving as MC. Over 200 people registered for that 2 + hour evening Symposium, with State Engineer Kevin Rein as the key note speaker.

Plans are well underway for the 2021 Symposium, and while it too will need to be virtual, we have learned a great deal and are working to make this event even more engaging and interactive, while providing the community with high quality, timely information, and seeking to not be repetitive of past events. As before, the target audience will be the general public of the San Luis Valley, i.e. people who care about the Valley's water but are not deeply immersed in the complex details of water issues. For this audience, we are aiming for a Saturday morning symposium in mid to late March, before irrigation season (the date is pending availability of the keynote speaker.). We envision the program with two blocks of 90 minutes with two main topics each and some shorter highlights interspersed (such as short videos, polling, and other ways to engage participants). These would be followed by a break for folks to get their lunches

organized and then a key note speaker for the lunch hour. Based on many interviews with various community members and water leaders, topics being considered for this year include:

- Annual report from the Division Engineer about the snowpack, flow forecast, aquifer status, ground water rules, any other current updates.
- Session with tips on how to navigate conversations with people you disagree with- from a water perspective- with break out component for small group discussion.
- Moderated panel on water sales, water purchases, water export, etc.- with Q&A from audience.
- Presentation on “Growing Water Smart” program from Sonoran Institute- on how communities can incorporate water into land use planning. (Note that we are working with Sonoran, with likely support from CWCB who have sponsored this many times, to host a Valley-wide workshop on this, for all six counties and towns—probably in spring of 2022.)
- Keynote speaker: Invited: DNR Director Dan Gibbs

Our request to the District is for Sponsorship for the 2021 Symposium, specifically to help cover the staff time to plan, organize, promote, and then follow up to make the content accessible afterwards. The Colorado Water Plan Grant and Gates Family Foundation grants are supporting our water education work and hard costs, but given the extended time due to Covid and other 2020 challenges mean that the same outcomes require more time to achieve. We are seeking Sponsors to help offset the staff costs and allow us to continue to build on the successes of past Symposiums.

FYI, we are also working toward a new Minor Degree in Water at Adams State, targeted for the Fall of 2021. This would include special topic seminars and other water education programs for professional development and interested community members as well as students. We are also working with the Adams State Library and others to develop a “Rio Grande Library” to collect, catalogue and curate information about the Rio Grande to organize and share water information about our basin.

Your sponsorship would be highlighted in all of the press, radio interviews, on-line promotions and during the event itself. (Please note that while the Salazar Center is part of Adams State, it is 100% funded by grants, donations and sponsorships.) *Thank you for your consideration!*

7. Amount of funding requested for proposed project from the RGWCD: \$3,000

8. Total estimated cost of proposed project: Staff time, including Director and work study student, estimated at \$10,000

9. Cost share partners (if applicable) and amounts of funds to be contributed by each:

- Gates Family Foundation- grant in progress- approximately \$5,000 toward Symposium
- SLV WCD – Sponsorship request pending
- Conejos WCD- Sponsorship request pending
- Other businesses and individuals- r Sponsorship requests pending

10. Need for 404 permit required (attached authority) Yes _____ No X Covered by Nationwide _____

11. Approval by District: Amount _____ Date _____

12. RGWCD General Manager: Approved _____ Disapproved _____

13. Date Project Completed:

14. Documentation Completed Date:
