

The 2019 Annual Replacement Plan (ARP) for Special Improvement District No.1 of the Rio Grande Water Conservation District Plan Year depletion calculations were prepared by applying information provided by the Division of Water Resources (DWR) to the response function similar to that used in the 2108 ARP. These 2019 ARP calculations provide for the highest amount of depletion replacement that could be required of Subdistrict No.1 in Plan Year 2019. If revised data is provided by DWR subsequent to the submission of this draft 2019 ARP, that results in the calculations of a lower depletion amount for the 2019 Plan Year, Subdistrict No.1 reserves the right to recalculate 2019 Plan Year depletions and to make the resulting required replacements in a manner necessary to meet the ARP objectives.

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

ANNUAL REPLACEMENT PLAN
2019 PLAN YEAR

Prepared

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Table of Contents

INTRODUCTION	1
1.0 DATABASE OF SUBDISTRICT WELLS	2
1.1 AUGMENTATION WELLS.....	2
2.0 CALCULATIONS OF PROJECTED 2019 PLAN YEAR DEPLETIONS FROM SUBDISTRICT WELLS TO THE RIO GRANDE.....	3
2.1 2019 Stream Flow Forecasts.....	3
2.1.1 2019 Rio Grande Stream Flow Forecast.....	3
2.1.2 2019 Conejos River Stream Flow Forecast	3
2.2 Projected 2019 Pumping.....	4
2.3 Projected Annual Recharge Credit.....	4
2.4 Classification as “Wet,” “Average,” or “Dry” Year	5
2.5 Projected 2019 Stream Depletions.....	6
3.0 FARM UNIT DATA.....	11
3.1 Total Irrigated Acres	12
3.2 Total Diversions by Ditch.....	12
3.3 Ditches and Pro Rata Shares	13
3.4 Surface Water Credit.....	13
4.0 AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR 2019 PLAN YEAR	13
5.0 OPERATION OF THE SUBDISTRICT No. 1 2019 ANNUAL REPLACEMENT PLAN	18
6.0 GROUNDWATER LEVELS IN UNCONFINED AND CONFINED AQUIFER AND UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.	19
6.1 Groundwater Levels in the Unconfined and Confined Aquifers	19
6.2 Unconfined Aquifer Change in Storage Volumes	19
7.0 HYDRAULIC DIVIDE STUDY.....	22
8.0 FOLLOWING OF SUBDISTRICT No. 1 IRRIGATED LAND - TEMPORARY AND PERMANENT	22
8.1 2019 Contracted Conservation Reserve Enhancement Program Lands.	22

8.2	2019 Permanent Land and Water Purchases.....	23
8.3	Temporary Land Retirement Fallow	24
9.0	ADDITIONAL INFORMATION TO EVALUATE 2019 ARP	24
10.0	ANTICIPATED FUNDING FOR 2019 PLAN YEAR.....	25

Tables

2.1	Conejos River Basin Estimated Annual Flow	4
2.2	Calculated Projected Recharge Decree Credits	5
2.3	Definition of “Wet,” “Average” or “Dry” Year.....	5
2.4	Estimated Net Groundwater Consumptive Use	6
2.5	Estimated Historical and Projected Stream Depletions from Groundwater Pumping in Subdistrict No. 1.....	7
2.6	Subdistrict No. 1 Monthly Net Stream Depletions for Plan Year.....	9
2.7	Subdistrict No. 1 Post Plan Stream Depletions.....	10
3.1	Cropping Patterns within Subdistrict No. 1	11
3.2	Ditch Service Areas with Diversions in Subdistrict No. 1 Total Ditch Diversions 2018 Irrigation Year.....	12
4.1	Amounts and Sources of Replacement Water Acquired by Subdistrict No. 1	13

Figures

6.1	Unconfined Aquifer Storage Study Area.....	21
6.2	Chart Showing Change in Unconfined Aquifer Storage: 03-19.....	22
6.3	Chart Showing Change in Unconfined Aquifer Storage: 1976-2019.....	23

Appendices

- Appendix A Tabulation of Subdistrict Wells
- Appendix B List of Augmentation Wells, Links and Map
- Appendix C NRCS Forecasts
- Appendix D Projected Recharge Credits
- Appendix E Ditches and Pro Rata Shares
- Appendix F Documentation of Purchase
- Appendix G Santa Maria Leases
- Appendix H Forbearance Agreements
- Appendix I Closed Basin Project Letters
- Appendix J Unconfined and Confined Groundwater Levels in Wells within Subdistrict No. 1, Well Location Map
- Appendix K Hydraulic Divide Maps with Groundwater Contours, Flow Vectors
- Appendix L List of Current CREP & Fallow Parcels in Subdistrict No. 1 by Legal Location & Map
- Appendix M Map of Permanent Land Purchases for Subdistrict No. 1
- Appendix N Centennial Ditch Company Resolution

Abbreviations

ARP	Annual Replacement Plan
CPW	Colorado Parks and Wildlife
CREP	Conservation Reserve Enhancement Program
Divide	Hydraulic Divide
DWR	Division of Water Resources
Farm Unit	The lands and wells under the control and management of an Owner and/or Operator and treated as a single unit
Irrigation Year	The time period during 2019 when diversions for irrigation use may legally occur
NRCS	United States Department of Agriculture, Natural Resources Conservation Service
Plan Year	The ARP for the period May 1, 2019 through April 30, 2020
PWM	Plan of Water Management for Subdistrict No. 1
Rio Grande Index Gage	Stream Gage located on the Rio Grande near Del Norte (USGS 08220000)
RGCWUA	Rio Grande Canal Water Users Association
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
SEO	State Engineer's Office
Subdistrict No. 1	Special Improvement District No. 1 of the Rio Grande Water Conservation District
Subdistrict Well(s)	Wells Irrigating Subdistrict No. 1 land
SWC	Surface Water Credit
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number

INTRODUCTION

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

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

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

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

1.0 DATABASE OF SUBDISTRICT WELLS

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

2018 Number of Wells	2019 Number of Wells	New 2019 Wells (WDID)	Removed 2019 Wells
3,431	3,436	2014527, 2706339, 2008189, 2008191, 2008192	0
		Explanation: 2014527 Replacement Well for WDID 2009933, 2706339 Supplemental Well, 2008189, 2008191, 2008192 SRS Inclusion Contract	

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

1.1 AUGMENTATION WELLS

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

On December 3, 2018, at the request of the owners of certain wells that previously operated under the 1982CW0017 Plan for Augmentation, the Board of Managers agreed, subject to certain terms and conditions, to include the wells 2008189, 2008191, 2008192 that had previously operated as Augmentation Plan Wells under the 1982CW0017 Decree in previous ARPs as Subdistrict Wells that would not operate during this Plan Year as Augmentation Plan Wells but instead would operate as Subdistrict Wells within the requirements of this ARP. The remaining wells will continue to operate as augmentation wells.

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

2.0 CALCULATIONS OF PROJECTED 2019 PLAN YEAR DEPLETIONS FROM SUBDISTRICT WELLS TO THE RIO GRANDE

The purpose of this section of this ARP is to present data showing projected 2019 depletions to the Rio Grande resulting from Subdistrict Well groundwater withdrawals. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. The DWR directed

Subdistrict No. 1 to use the current 6P98 Response Function for calculating projected stream depletions for this ARP.

Forecasted calendar year flow through the Rio Grande Index Gage was a benchmark used to make depletion projections. A modification to this process was necessary to accurately calculate the Projected Recharge Decree Credits which are then used in the Response Function to calculate depletions. The direct inputs of River flow from the DWR forecast into the Trendline Analysis found in Appendix D, resulted in what staff viewed as an inaccurate prediction of Recharge Credit. In 2005 Rio Grande gauge near Del Norte river flow was 793,751 acre-feet, this was the closest in Subdistrict No.1 history to an 800,000 acre-foot river and therefore was deemed as a conservative method for accurately predicting recharge credit. The actual recharge values from 2005 were used in the current response function run to predict depletions for 2019. From the process listed above, forecast, estimates of total well pumping, canal diversions and annual recharge credit were prepared. This information is utilized in the Response Function spreadsheets to provide a calculation of projected depletions caused by Subdistrict Well groundwater withdrawals.

2.1 2019 STREAM FLOW FORECASTS

2.1.1 2019 RIO GRANDE STREAM FLOW FORECAST

As required in the PWM, Appendix 1, a copy of the March 29, 2019 NRCS forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict No. 1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS forecast, the Division No. 3 Division Engineer’s estimate of the annual flow of the Rio Grande Index Gage identified in the March 29, 2019 Rio Grande Compact Ten Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

Forecast Point	Analysis Date	Period	Estimated Flow April- Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)	Forecast Used in ARP
Rio Grande Basin	March 29, 2019	April- Sep	704,000	800,000	DWR Forecast*

*The DWR forecast was used in conjunction with Rio Grande Water Conservation District staff input for reasons that are explained above in section 2.0.

A copy of the NRCS March 29, 2019 Forecast Division No. 3 Division Engineer’s Rio Grande Compact Ten Day Report is attached in Appendix C.

2.1.2 2019 CONEJOS RIVER STREAM FLOW FORECAST

Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s April 4, 2019 forecasts for the Conejos River for the period April – September and the annual values

are tabulated below. The NRCS forecast and the Division No. 3 Division Engineer’s Rio Grande Compact Ten Day Report for the Conejos River Basin in Colorado is included in Appendix C.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten Day Report indicates that 29,000 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2019 calendar year.

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

Forecast Point	Period	Forecast (acre-feet)	% of avg.	Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
Conejos R. near Mogote	Apr-Sep	250,000	129		
San Antonio R. at Ortiz	Apr-Sep	98,000	147		
Los Pinos R. near Ortiz	Apr-Sep	23,000	134		
Total				29,000	400,000

2.2 PROJECTED 2019 GROUNDWATER WITHDRAWALS

For Subdistrict Wells listed in this ARP, DWR reported metered pumping as of April 1, 2019, for the previous Irrigation Year was 263,266 acre-feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2019 well pumping will decrease to 235,000 acre-feet for the current Irrigation Year.

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

2.3 PROJECTED ANNUAL RECHARGE CREDIT

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

- 1) Rio Grande Canal: Surface water through sprinklers = **6,788.91** acre-feet and surface water applied to flood irrigation = **121.7** acre-feet.
- 2) San Luis Valley Irrigation District: Surface water through sprinklers = **205.80** acre-feet and surface water applied to flood irrigation = **0** acre-feet.
- 3) Prairie Ditch: Surface water through sprinklers = **446.61** acre-feet and surface water applied to flood irrigation = **0** acre-feet.
- 4) San Luis Valley Canal: Surface water through sprinklers = **564.18** acre-feet and surface water applied to flood irrigation = **0** acre-feet.

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

	Rio Grande Canal	San Luis Valley I.D.	Prairie Ditch	SLV Canal	Totals
Total Consumable	149,727.23	34,095.51	16,302.65	20,165.52	220,290.91
% Within Subdistrict No. 1	91.68%	100%	99.20%	78.82%	
Total Consumable Within Subdistrict No. 1	137,269.93	34,095.51	16,172.23	15,894.46	203,432.12
Surface Water Through Sprinklers @83%	-5,634.80	170.81	-370.69	-468.27	-6,302.96
Surface Water Used for Flood @60%	-73.02	0	0	0	-73.02
Totals	131,562.10	34,266.32	15,801.54	15,426.19	197,056.14

Therefore, the projected consumable recharge credit under the four recharge decrees for the current Irrigation Year is 197,056.14 ac-ft.

The recharge decree credits available to any of the above ditches will necessarily vary from year to year due to changes to such things as diversion amount, new or expiring Surface Water Inclusion Agreements, and changes in irrigation application type or source.

2.4 CLASSIFICATION AS “WET,” “AVERAGE,” OR “DRY” YEAR

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

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

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

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

The projected Net Groundwater Consumptive Use for the Plan Year is -2,006 acre-feet as shown in Table 2.4. Referencing the ranges in Table 2.3, the Plan Year is classified as “Wet”.

2.5 PROJECTED PLAN YEAR STREAM DEPLETIONS

As in 2018, Subdistrict #1 staff was instructed by the State Engineer’s Office to utilize the response functions developed under RGDSS Groundwater Model Phase 6P98 for predicting injurious depletions to the Rio Grande during the 2019 Plan Year. Stream depletions attributable to the groundwater pumping through Subdistrict Wells were calculated within this Plan using the Response Function spreadsheet produced by the RGDSS Groundwater Model Phase 6P98 as operated by DWR. More information on the process for calculating projected Stream Depletions can be found in Appendix D.

Response Function No.1 6P98V1.1 was used for calculation for projection calculations.

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

Year	Subdistrict No. 1 Total				Recharge that Offsets Groundwater Pumping					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Groundwater Consumption	Rio Grande Canal	San Luis Valley Irrigation District	Prairie Ditch	San Luis Valley Canal	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
2011	328,866	0	0	272,958	83,801	9,981	8,325	8,204	110,310	162,648
2012	261,058	0	0	216,678	54,870	6,748	4,795	3,620	70,034	146,644
2013	230,091	0	0	190,975	84,919	5,477	4,227	4,782	99,404	91,571
2014	237,879	0	0	197,440	110,566	28,596	14,133	12,777	166,072	31,367
2015	206,469	0	0	171,369	122,980	34,685	15,139	15,608	188,412	-17,043
2016	236,498	0	0	196,293	125,562	32,064	12,873	14,396	184,894	11,399
2017	237,364	0	0	197,013	138,112	31,813	15,292	16,043	201,260	-4,248
2018	263,266	0	0	218,511	42,895	2,136	1,924	2,140	49,096	169,415
2019	235,000	0	0	195,050	131,562	34,266	15,802	15,426	197,056	-2,006
Avg.	248,499	0	0	206,254	99,474	20,641	10,279	10,333	140,727	65,528

Explanation of Columns

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

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

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

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

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

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

2002	96,717	322,490	3,276	1,932	-378	4,830
2003	261,300	234,308	5,234	2,191	-388	7,037
2004	431,675	126,966	4,837	1,967	-322	6,482
2005	682,540	70,356	4,059	1,661	-234	5,486

2006	411,656	119,657	3,660	1,626	-273	5,013
2007	593,239	23,116	3,064	1,311	-155	4,220
2008	623,333	49,201	2,700	1,148	-166	3,682
2009	513,058	-4,448	2,119	911	-90	2,940
2010	453,063	76,286	2,013	968	-166	2,815
2011	415,182	162,648	2,119	1,319	-267	3,171
2012	328,382	146,644	2,103	1,511	-262	3,352
2013	344,435	91,571	1,983	1,408	-206	3,185
2014	518,599	31,367	1,792	1,134	-134	2,792
2015	555,700	-17,043	942	892	-50	1,784
2016	565,800	11,399	726	716	-54	1,388
2017	573,900	-4,248	598	562	-34	1,126
2018	213,100	169,415	998	1,015	-228	1,785
2019	704,000	-2,006	800	776	-54	1,522
2020			617	512	-43	1,086
2021			527	383	-35	875
2022			299	301	-24	576
2023			171	241	-17	395
2024			153	200	-14	339
2025			137	168	-12	293
2026			116	141	-10	247
2027			108	110	-8	210
2028			100	77	-7	170
2029			98	53	-6	145
2030			71	39	-3	107
2031			34	32	-2	64
2032			6	28	0	34
2033			-9	24	0	15
2034			0	13	0	13
2035			29	0	-1	28
2036			28	0	-1	27
2037			22	0	0	22
2038			-4	0	0	-4
2039			0	0	0	0
2040			0	0	0	0
Avg 2001- 2019	470,574	88,079	2,286	1,275	-187	3,375
Avg 2001- 2010	472,181	108,375	3,138	1,490	-226	4,401
Post Plan Depletion			2,504	2,320	-183	4,642

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

Explanation of Columns

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

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

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

Stream Reach	Subdistrict No. 1 Total												Total
	2019								2020				
	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	87	88	87	75	69	69	67	67	48	44	46	54	801
Rio Grande Excelsior-Chicago	111	75	68	53	53	50	44	57	64	64	74	62	775
Rio Grande Chicago-State Line	1	-30	0	5	3	6	2	3	-2	-8	-13	-21	-54
Total	199	133	155	133	125	125	113	127	110	100	107	95	1,522

Explanation of Columns

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

As indicated in lower right hand corner of Table 2.6, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected Irrigation Year pumping using the 6P98 Response Function is 1,522 acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 2.6.

The projections for the Plan Year show accretions occurring at certain periods on the Rio Grande. The Subdistrict will make a specific written request to the Division Engineer before applying these accretions to other reaches on the Rio Grande to remedy injurious depletions.

According to the RGDSS Groundwater Model, if Subdistrict Wells were to stop all groundwater withdrawals today, there would be a continuing depletion to the river for approximately 19 years. This is the calculated time required to recover to conditions that existed before groundwater withdrawals started. The volume of water required to replace depletions during this recovery period is called post-plan stream depletions. Based on calculations from the RGDSS Model 6P98 Response Functions, Table 2.7 illustrates that total post-plan net stream depletion are anticipated to be 4,642 acre-feet. The portions of the total depletions impacting the three designated reaches of the river are also included in the table.

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

Years (May-Apr)	Rio Grande Del Norte- Excelsior	Rio Grande Excelsior- Chicago	Rio Grande Chicago- State Line	Total
2020-2039	2,503	2,322	-183	4,642

Past SEO expectation letters may be read to anticipate remedies at this time sufficient to also cover total post-plan stream depletions caused by groundwater pumping that deplete the streams after this Plan Year. As described in Table 4.1, the Board of Managers of Subdistrict No. 1 has acquired multiple years' worth of depletion replacement water that is currently in storage and available for release, which is well over the amount needed to cover the current total calculated post-plan stream depletions to the Rio Grande. The Board of Managers will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future depletions caused by present or future Subdistrict Well groundwater withdrawals.

6P98 Response Functions provided by the SEO and utilized in this ARP demonstrate that post-plan impacts of past and present Subdistrict Well groundwater withdrawals will fluctuate depending on climatic conditions effecting river flows on the Rio Grande and unconfined aquifer recovery within the Closed Basin. Subdistrict No. 1 does not believe that a financial guarantee agreement provided by the Rio Grande Water Conservation District is necessary to assure that all post-plan depletions will be remedied if Subdistrict No. 1 were to fail or otherwise be unable to replace injurious post-plan depletions. Subdistrict No. 1 will continue to review the necessity to acquire additional replacement water for replacing existing water supplies released for the prior Plan Years' depletions to the Rio Grande and also for post-plan depletions as the RGDSS Groundwater Model deems necessary. As specified in this ARP, 7 ditches within Stream Reaches No. 1 and No. 2 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 1 to remedy depletions during the Plan Year, if needed. Some of these same ditches have been approached to consider permanent forbearance agreements for the future.

If Subdistrict No. 1 were to fail, the individual well owners of the former Subdistrict No. 1 would have to obtain plans for augmentation or take other measures to comply with present or future rules and regulations governing groundwater withdrawals. Presumably, those plans would be required to replace these post-plan depletions into the future. In the interim, Subdistrict No. 1 would provide water to remedy injurious post-plan depletions.

3.0 FARM UNIT DATA

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

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

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

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

Crop Type	Total Acres	Sprinkler	LEPA	Flood
Alfalfa	24,131.21	23,810.01	30.61	290.59
Canola	2,830.31	2,830.31	0	0
Carrots	1,239.13	1,239.13	0	0
Corn	165.57	165.57	0	0
Fallowed	7,962.54	7,664.78	0	297.75
Grain	41,739.15	41,733.46	0	5.70
Grass hay/pasture	1,914.54	1,229.63	0	684.91
Green manure	8,881.53	8,690.92	190.61	0
Lettuce	1,760.10	1,760.10	0	0
Oats	5,065.52	5,040.03	25.49	0
Pasture	518.28	185.39	30.50	302.39
Potatoes	49,916.10	49,880.24	29.64	6.22
Sudan grass hay	6,948.22	6,948.22	0	0
Triticale	1,049.63	1,049.63	0	0.00
Vegetables	1,020.38	1,020.38	0	0.00
CREP	8,242.74	8,242.74	0	0

Quinoa	1,443.97	1,443.97	0	0
Totals	164,828.91	162,934.50	306.86	1,587.56

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

3.1 TOTAL IRRIGATED ACRES

Subdistrict No. 1 wells irrigated approximately 164,828.91 acres during the previous Irrigation Year. See Table 3.1

3.2 TOTAL DIVERSIONS BY DITCH

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

Table 3.2
Ditch Service Areas with Diversions in Subdistrict No. 1
Total Ditch Diversions 2018 Irrigation Year

WDID	Ditch Name	Diversions in Acre-Feet	Irrigation Year
2000546	Billings Ditch	1,722.00	2018
2000556	Butler Ditch	1,290.84	2018
2000627	Excelsior Ditch	15,763.30	2018
2000631	Farmers Union Canal	16,501.00	2018
2000699	Kane Callan Ditch	2,235.60	2018
2000736	Mc Donald Ditch	6,339.50	2018
2000798	Prairie Ditch	3,867.00	2018
1552000812	Rio Grande Canal	60,848.00	2018
2000814	Rio Grande Ditch No. 2	656.73	2018
2000829	San Luis Valley Canal	3,748.00	2018
2700518	Green D No. 1	0.00	2018
2700523	Johnnie Smith D 1	2.98	2018
2700533	McLeod No 3	0.00	2018
2700714	McLeod No 4 & 5	0.00	2018

Notes:

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

3.3 DITCHES AND PRO RATA SHARES

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

3.4 SURFACE WATER CREDIT

The amount of SWC exchanged between Farm Units for the 2018 fees was 20,286.47 acre-feet.

The surface water exchanged for 2019 is not available until May and is not included in this report.

4.0 AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR PLAN YEAR

Table 4.1 shows the amounts and sources of replacement water carried over from the previous Plan Year and sources that have been acquired by Subdistrict No. 1 since 2012 that will be available to remedy injurious depletions as directed by the Division Engineer of Water Division No. 3. Sections 4.1 through 4.12 further explain the water quantities and sources.

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

Water Right(s) Name	Beginning Balance as of 4/4/2018	Beginning Balance as of 4/1/2019	Water Previously Controlled by:	SWSP	Current Location
Williams Creek Squaw Pass TM	1,151.65	122.70	Navajo Development	5346	Rio Grande Reservoir
Williams Creek Squaw Pass TM	56.49	56.49	SLV Irrigation District	5346, 5506	Rio Grande Reservoir
Tabor Ditch No. 2, Tabor Ditch No. 2 Enlargement TM	5.2	5.2	Colorado Parks and Wildlife	5346, 5506	Rio Grande Reservoir
Piedra River TM, Piedra Water Rights	500.0	500.0	Colorado Parks and Wildlife	5346, 5506	Rio Grande Reservoir
Pine River Weminuche Pass TM	1,000.0	1,000.0	SLV Water Conservancy District	5346, 5506	Rio Grande Reservoir
Treasure Pass Trans- basin Diversion	730.76	730.76	Evelyn Underwood & Patti Cook	5346,5506	Rio Grande Reservoir
Treasure Pass Trans- basin Diversion	100.0	100.0	Sid Klecker	5346, 5506	Rio Grande Reservoir
SMRC 2012 Leases of 1,279.8 shares in RG Canal @ 0.944 af/share	1,252.11	1,252.11	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs

SMRC 2013 Leases of 3235.8 shares in RG Canal @ 0.72 af/share	2,328.8	2,328.8	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2014 Leases of 3320.8 shares in RG Canal @ 1.288 af/share	4,278.2	4,278.2	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	5,758.2	5,758.2	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	1,792.36	1,792.36	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2017 Leases of 835 shares in RG Canal @ 1.084 af/share	905.14	905.14	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2018 Leases of 180 Shares in RG Canal @ 0.618 af/share	111.24	111.24	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
SMRC 2019 Leases of 210 Shares in RG Canal @ 0.511 af/share	107.31	107.31	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
2019 Forbearance Agreements		Balance	Water Previously Controlled By:	SWSP	Current Location
Rio Grande Canal		2,000			
Farmers Union Canal		1,000			
San Luis Valley Canal		400			
Commonwealth Irrigation Company		500			
Centennial Ditch Company		0			
Excelsior Ditch Company		1,000			
Rio Grande Lariat Ditch Company		500			
Closed Basin Project Allocation for Plan Year		500	RGWCD		Closed Basin Project
Total Water Available (acre-feet)		25,001			

4.1 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION CURRENTLY HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 122.70 ACRE-FEET

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

additional uses of augmentation and recharge for this water. See Appendix F for documentation of purchase.

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

4.2 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION STORED IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 56.49 ACRE-FEET

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

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

4.3 PINE RIVER WEMINUCHE PASS DITCH TRANSBASIN DIVERSION HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 1,000 ACRE-FEET

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

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

4.4 TABOR DITCH NO. 2 TRANSBASIN DIVERSION HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 5.2 ACRE-FEET

This transbasin water is stored under decrees held by the CPW in Rio Grande Reservoir. The Tabor Ditch No. 2 and the Tabor Ditch No. 2 Enlargement, decreed by the District Court, in and for Montrose County in the Matter of the Adjudication of Priorities for Water Rights in Water District No. 62, in the State of Colorado, Case No. CA6981 (March 30, 1960). Such water rights were subsequently changed through a decree entered on December 29, 1979, in Case No.

W-3549 in the District Court for Hinsdale County. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. See Appendix F for documentation of purchase

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

**4.5 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS
DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR IN
THE AMOUNT OF 730.76 ACRE-FEET**

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

**4.6 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS
DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR IN
THE AMOUNT OF 100.0 ACRE-FEET**

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

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

**4.7 PIEDRA WATER RIGHTS STORED IN RIO GRANDE RESERVOIR IN
THE AMOUNT OF 500 ACRE-FEET**

This transbasin water is stored under decrees held by CPW in Rio Grande Reservoir. It originates in Water Division No. 7 and is decreed to the South River Peak Ditch, the South River Peak Ditch Enlargement, the Don La Font Ditch No. 1, the Don La Font Ditch No. 2 and the Don La Font Ditch No. 2 Enlargement (collectively “Piedra Water Rights”). This water was leased from CPW in June of 2014. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the

requirements of the Subdistrict No. 1 ARP. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. See Appendix F for documentation of purchase.

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

4.8 SANTA MARIA RESERVOIR COMPANY SHARES

There is a remaining balance of 16,688.91 acre-feet of fully consumable water from the original 18,159.14 acre-feet of Santa Maria Reservoir Company water leased by Subdistrict No. 1. This water is in storage in Santa Maria and Continental Reservoirs and was accumulated from 2011 through 2017 storage seasons.

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

Currently, the Subdistrict holds leases for 210 SMRC shares in 2019. The allocation per share set April 3, 2019 by the SMRC Superintendent is 0.511 acre-foot per share. The leased volume totals 107.31 acre-feet and the accretion replacement obligation would be 3.54 acre-feet (107.24 acre-feet x 3.3% = 3.54 acre-feet). The fully consumable portion of the leased water supplies would be 104 acre-feet (107.24 acre feet – 3.54 acre feet = 104 acre feet) for the 2019 leases.

The additional fully consumable water supply from the 2019 leases combined with the carryover water supplies derived from the 2015-18 leases total 16,688.91 acre-feet. The Santa Maria fully consumable water delivered to Del Norte available to replace depletions would be $0.9 \times 16,688.91 = 15,020.019$ acre-feet.

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

4.9 FORBEARANCE AGREEMENTS

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

Each of the following 7 ditches have entered into a forbearance agreement with Subdistrict No.1 for the 2019 Irrigation Season. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 1 has reached agreement with each ditch whereby injury to their water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the ditch is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns for the Plan Year, if operated, the agreement with the ditches is predicted to result in a reduction of 200-800 acre-feet to the amount of water Subdistrict No. 1 would otherwise have to supply to the Rio Grande-Del Norte reach.

	Ditch/Canal	Ac-Ft.	Expected Yield (Ac-Ft.)
4.12.1	Rio Grande Canal	2,000	500
4.12.2	Centennial Ditch	0	0
4.12.3	Commonwealth/Empire	500	139.54
4.12.4	Farmers Union Canal	1,000	55.52
4.12.5	Excelsior Ditch	1,000	1.50
4.12.6	Rio Grande Lariat Ditch	500	18.00
4.12.7	San Luis Valley Canal	400	30.01
Total			744.57

4.10 CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Engineer’s Rio Grande Compact Ten Day Report on April 1, 2019, the projected production of the project delivered to the Rio Grande is 8,500.0 acre-feet during the calendar year 2019. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users’ organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. On March 18, 2019 the RGWU and SLV Water Conservancy District changed this percentage agreement to 50% to the Rio Grande and 50% to the Conejos River to bring the long term division closer to the 60/40 agreement expectations. Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande’s share of the Project’s usable yield is made by the Rio Grande Water User’s Association in consultation with the San Luis Valley Water Conservancy District. At a meeting of the Rio Grande Water User’s Association Board of Directors on March 28th, 2019, the Board of Directors passed a motion to specifically allocate 1,600 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. 2 and No. 3. Similarly, the Board of Directors of the San Luis Valley Water Conservancy District agreed to the allocation as stated in their letter to the Rio Grande Water Conservation District on April 1, 2019. See Appendix I for a copy of the letters. Therefore, 500 acre-feet of water is available to Subdistrict No. 1 under this ARP.

5.0 OPERATION OF THE ARP

The Subdistrict’s replacement water that is currently in storage will be released from Rio Grande Reservoir, or other reservoirs, located in the Upper Rio Grande at the direction of the Division 3

Engineer, based on the RGDSS Model 6P98 Response Functions, to remedy injurious stream depletions on the Rio Grande during the Plan Year. All Plan Year injurious depletions calculated to occur by the Response Functions will be replaced in the time, location and amount that they occur, beginning on the first day of the Plan Year. The reaches, amounts and time that these depletions occur are described in Section 2.0, Table 2.6. These releases of water will be performed under the provisions of 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. 1 will occur on a regular and routine basis if these exchanges occur. Any reservoir exchanges done during the Plan Year will be documented and reported in the subsequent Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

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

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

At times when there is no requirement to deliver water to the Lobatos Gage to meet the requirements of the Rio Grande Compact, no water will be delivered to the lower reach of the Rio Grande for remedy of injurious stream depletions. However, the CBP may continue to deliver salvaged water to the stream as directed by the CBP Operating Committee or other laws and policies.

6.0 GROUNDWATER LEVELS IN UNCONFINED AND CONFINED AQUIFER AND UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES

6.1 GROUNDWATER LEVELS IN THE UNCONFINED AND CONFINED AQUIFERS

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

6.2 UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

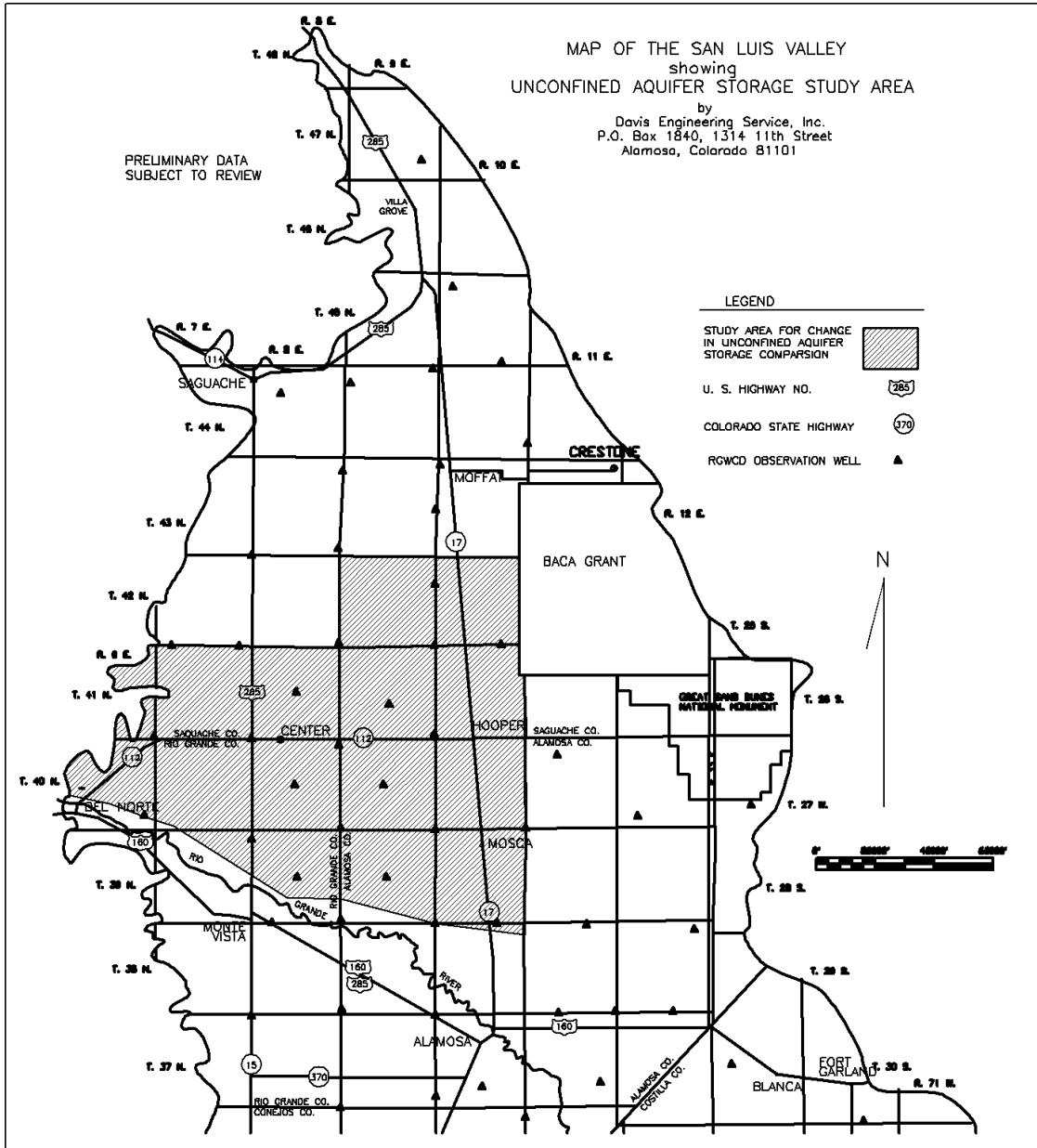
One of the primary goals of Subdistrict No. 1 is to cause groundwater levels in the unconfined aquifer to recover within the Subdistrict No.1 boundary to a level that will maintain a sustainable irrigation supply for Subdistrict No.1 wells. The PWM includes a required objective of recovering groundwater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

The change in unconfined aquifer storage based on measurements from January 1976 through March 1, 2019 was -1,182,108acre-feet on an accumulated month basis.

As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2018 was -1,101,341acre-feet. As previously noted, the goal in the PWM is to achieve a recovery and maintain storage at a level between -200,000 and -400,000 acre-feet. The December 1, 2018 five year running average storage value is 701,341 acre-feet below the lowest goal level.

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Figures 6.1
Unconfined Aquifer Storage Study Area Map



EXPLANATION

Change in unconfined aquifer storage has been calculated for a defined area which is shown on the above map. The changes in aquifer storage were based on approximately 27 RGWCD monitoring wells located within the area. The method of computing the change in aquifer storage was in accordance with the Thiessen mean method whereby a polygon is constructed around each observation well and the assumption is made that the change in water level throughout the area of the polygon is the same as the change in the well within the polygon. A graph showing changes since 1976 is attached. Zero on the vertical axis of the graph was assumed as corresponding to 1976 for graphing purposes; however, it should not be assumed that the unconfined aquifer was at equilibrium as of that date.

Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

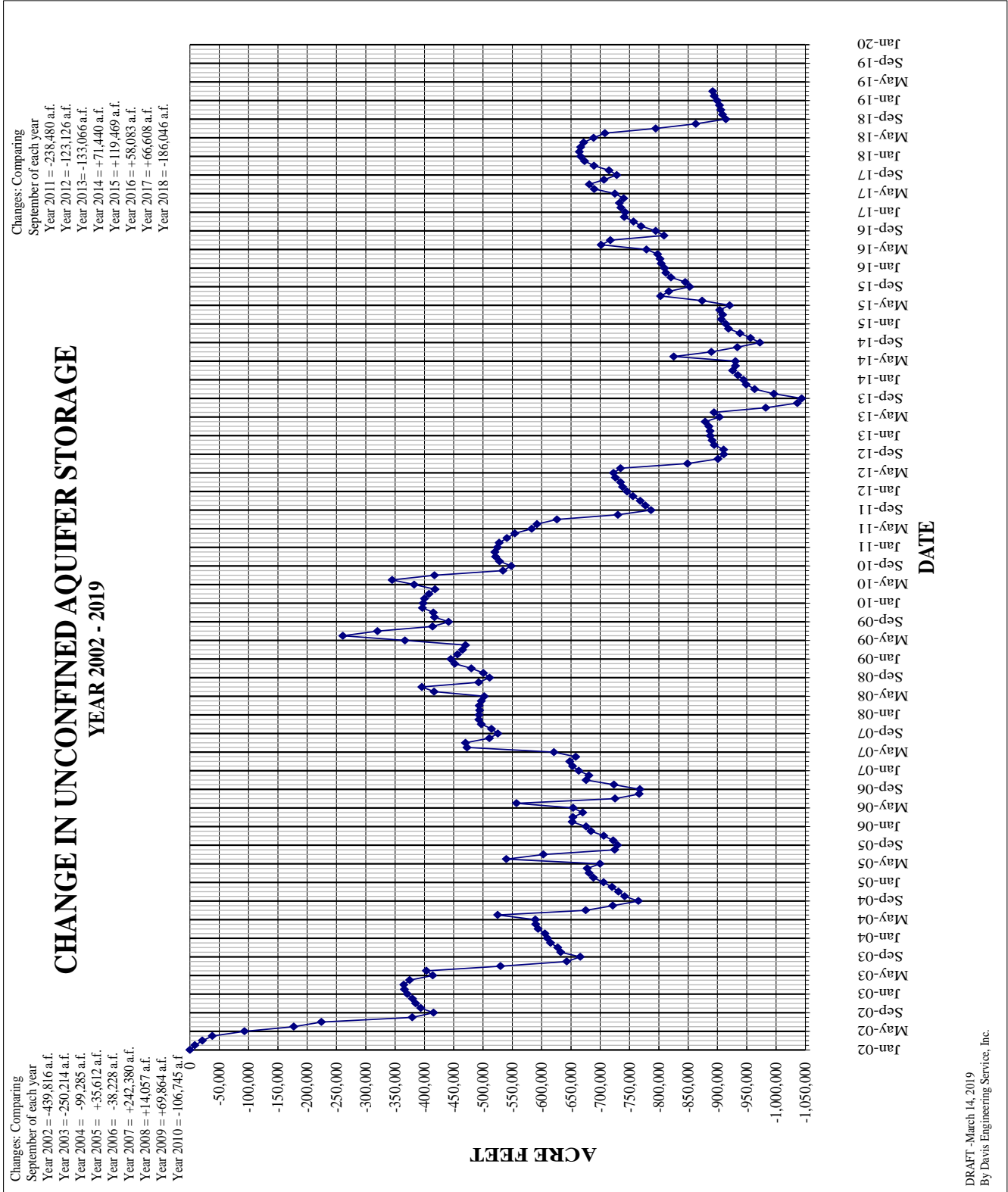
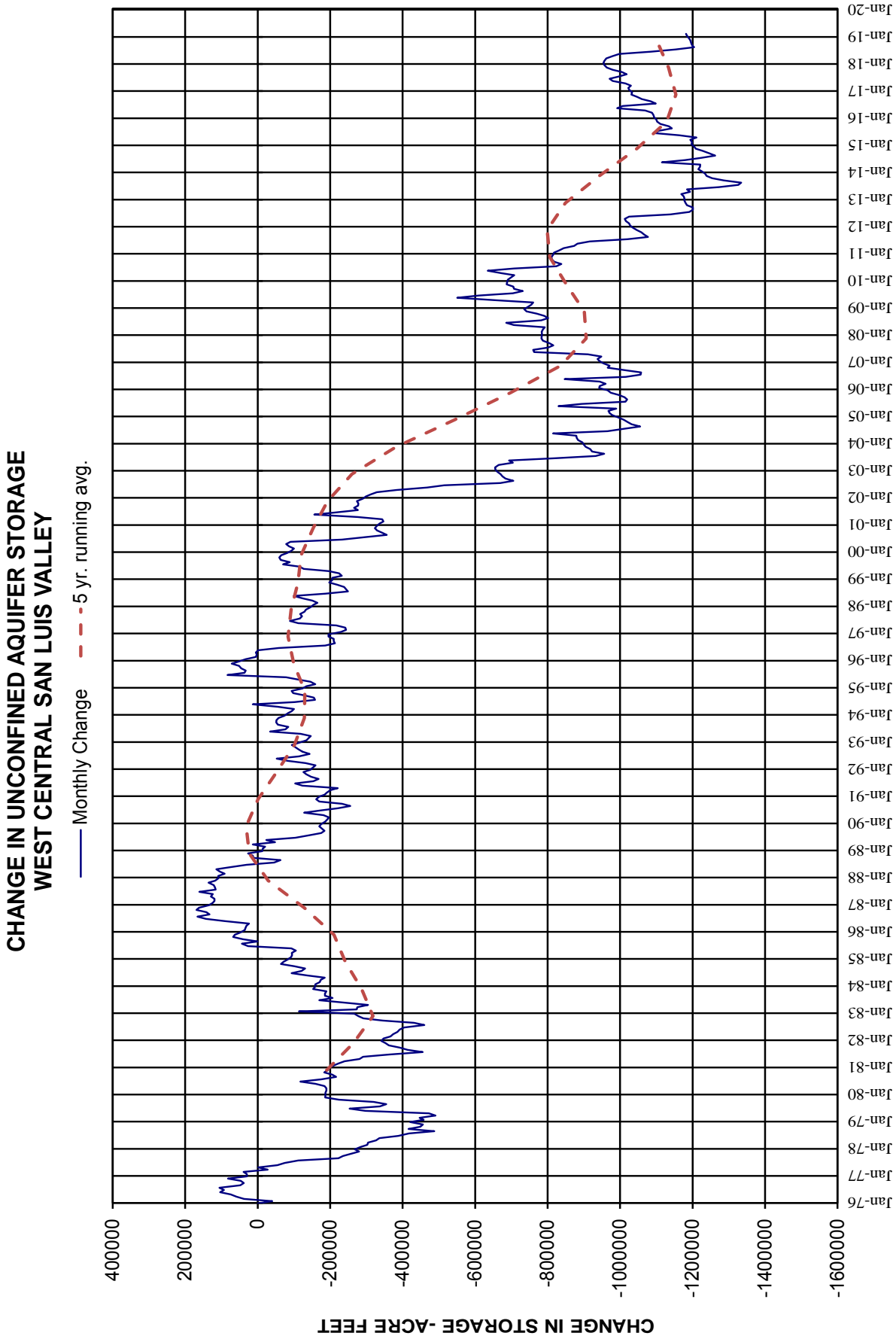


Figure 6.3
Change in Unconfined Aquifer Storage Chart



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

DRAFT - March 14, 2019
 Data through March 6, 2019

7.0 HYDRAULIC DIVIDE STUDY

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

8.0 FALLOWING OF SUBDISTRICT No. 1 IRRIGATED LAND-TEMPORARY AND PERMANENT

8.1 2019 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

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

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

The Subdistrict No. 1 Board of Managers decided to continue to focus their monetary resources towards Rio Grande CREP signup incentives during the previous Plan Year. Temporary fallow programs were also expanded in 2018. Preventive Planting Insurance programs within the Subdistrict also partially retired groundwater use on approximately 13,155 acres in the previous Plan Year.

Local USDA FSA field offices located in Alamosa, Rio Grande, and Saguache Counties, and Subdistrict No. 1 staff implemented the Rio Grande CREP signup process beginning in May 2013, under the 2008 Farm Bill. Subdistrict No. 1’s Board of Managers immediately began soliciting interest in this program by offering additional sign-up incentives for CREP contracts executed in the Subdistrict by September 30, 2013.

In 2018 the United States Congress passed a new Farm Bill that changed some of the parameters of the CREP program. Those changes, combined with the partial Federal Government shutdown in early 2019, resulted in a delay in signing up for new CREP contracts. FSA has not been able to take any applications or complete any CREP contracts since fall of 2018. This has resulted in a temporary stop in enrolling new acres into the CREP program. The Subdistrict remains hopeful that NRCS and FSA will take the necessary steps to implement the new Farm Bill and reopen enrollment to resume assisting Subdistrict No. 1 in meeting its sustainability requirements.

Rio Grande River CREP Enrollment			
Year	Permanent	Temporary	Total
2014	918.6	1,049.9	1968.5
2015	680.4	1,290.8	1971.2
2016	1,164.0	751.2	1915.2
2017	0	479.7	479.7
2018	241.0	1,509.98	1750.98
2019	0	597.02	597.02
TOTAL	3,004	5,081.6	8,682.6

As of April 1, 2019, Subdistrict No. 1 has finalized FSA CRP-1 Contracts for 3,004 acres in Permanent Water Retirement and 5,081.6 acres in 15 Year Water Retirement terms for a total of 8,682.6 acres reducing water consumption by approximately 17,365.2 acre-feet per year. The Subdistrict No. 1 Rio Grande CREP signup is ongoing. A map and legal descriptions for these CREP parcels is included in Appendix L.

8.2 2019 PERMANENT LAND AND WATER PURCHASES

Subdistrict No. 1 is still actively pursuing opportunities to acquire water rights. In 2018 the District on behalf of the Subdistrict did not acquire any new land or water rights.

Based on total head-gate diversions for the Rio Grande Canal, SLV Canal and Farmers Union during the irrigation season the Subdistrict with their 1,059 shares of surface water diverted approximately 977.12 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch Shares of properties during the irrigation season. Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2018. A map identifying the locations of the permanent land purchases acquired by the Rio Grande Water Conservation District for Subdistrict No. 1 is included in Appendix M. The District staff will continue experimenting with different aquifer recharge strategies within DWR regulation on these properties to increase surface water recharge efficiencies.

8.3 TEMPORARY LAND RETIREMENT-FALLOW

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

Subdistrict No. 1 has reached an agreement with 11 producers to fallow approximately 1,813.2 acres into the temporary fallow program. There are three different increments a field can enroll in: 1 field for 4 years, 4 fields for 1 year or 2 fields for 2 years. This program is not part of the overall Conservation Reserve Enhancement Program (“CREP”).

Fallow 2018	Fallow 2019
Acres: 1,189.98	Acres: 1,813.2

Additional information is provided in Appendix L.

9.0 ADDITIONAL INFORMATION TO EVALUATE 2019 ARP

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

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

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

Although the previous Plan Year resulted in a setback for Subdistrict No. 1, the Board of Managers and Subdistrict members will continue work to assist the aquifer in the only way they have available – reducing net consumptive use of water by Subdistrict members. With an above average water supply predicted for 2019, Subdistrict No. 1 hopes to see a significant recovery in the unconfined aquifer and continue doing everything within its limited authority to complete its charge under the PWM.

10.0 ANTICIPATED FUNDING FOR PLAN YEAR

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

- a. **Administrative Fee:** This revenue is used to offset the cost of administering the PWM and ARP.
- b. **CREP Fee:** This revenue provides the required match to the federal funds that are paid by the USDA directly to those groundwater irrigators that have been approved for the CREP program.
- c. **Variable Fee:** This fee is charged per acre-foot of groundwater withdrawn, called the Water Value, and may be offset in whole or part by SWC in a Farm Unit. The Water Value is set every year by the Board of Managers in an amount necessary to purchase replacement water or take other actions to remedy injurious depletions from Subdistrict Wells and to fund certain additional programs with the purpose of reducing groundwater consumption within Subdistrict No. 1.

The fees are set by the Board of Managers and certified to the three counties, Alamosa, Rio Grande and Saguache, which collect these fees on their tax rolls. For the 2018 irrigation season, the Administrative Fee was set at \$1.50 per irrigated acre, the CREP Fee was set at \$1.50 per irrigated acre and the Water Value was set at \$75 per acre-foot of groundwater withdrawn, as offset by SWC, if any. The 2018 assessed fees that will be collected in 2019 are:

Fee Type	Amount of 2018 Assessments
Administrative Fees	\$250,946.50
Conservation Reserve Enhancement Program Fees	\$250,946.50
Variable Fees	\$4,959,154.00

Annual Replacement Plan Appendices
2019 Plan Year

Prepared
April 12, 2019

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Appendix A

Subdistrict No.1 Well List

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

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

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

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

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict No.1 well. The WDIDs of the wells added to and removed from the 2019 Subdistrict No.1 Well list are noted in section 1.0 and noted at the end of Appendix A.

Each year, as producers report information for their farm units and additional data is accumulated from other sources regarding well use and ownership, the Subdistrict Well list is updated. Several wells, which were identified and confirmed in 2018, were added to the 2019 list of Subdistrict Wells. Requests for Farm Unit updates will be mailed out April 16, 2019. Any reported corrections regarding wells are incorporated into the Subdistrict #1 Well list if appropriate. All wells added or removed from the Subdistrict Well list are referenced in section 1.0.

Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2005001		2005006		2005007	0.00	2005012		2005013	
2005018	75.02	2005019		2005022	106.74	2005029		2005030	
2005033	130.31	2005035	101.41	2005037	127.15	2005038	182.53	2005040	
2005041	93.40	2005042		2005046	142.08	2005047		2005048	
2005049	127.58	2005050	67.42	2005051		2005052	67.42	2005053	69.75
2005056		2005057	95.01	2005058	99.77	2005059	81.32	2005061	
2005062		2005069		2005072		2005077		2005078	
2005080	80.43	2005081		2005084	72.12	2005085		2005089	
2005092	0.00	2005094	88.05	2005095	99.35	2005096	0.00	2005097	
2005098		2005102		2005103	132.26	2005104	136.13	2005105	
2005107	25.46	2005109		2005112		2005113		2005115	
2005116	326.33	2005119	0.05	2005120	100.31	2005121	10.22	2005122	
2005123		2005125	120.82	2005126		2005127	287.65	2005131	
2005132	60.86	2005133	13.26	2005134	50.64	2005135	135.70	2005136	
2005137	66.32	2005138	77.38	2005141		2005142	0.00	2005144	
2005145	91.41	2005148		2005152		2005155	117.63	2005156	48.74
2005158		2005159	115.01	2005161	0.00	2005162	126.88	2005163	96.16
2005167		2005168		2005169		2005170		2005171	0.00
2005172	289.53	2005173		2005174		2005175		2005176	115.63
2005177	116.28	2005178	83.14	2005179		2005181	101.25	2005185	
2005186	80.00	2005187		2005192		2005193		2005196	
2005197	180.48	2005201		2005202	116.76	2005203		2005205	0.00
2005206	113.33	2005207	130.42	2005208		2005211	101.35	2005212	106.09

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2005315		2005316	104.59	2005322	252.16	2005324	178.12	2005325	106.36
2005326		2005334	65.10	2005335		2005336		2005337	104.60
2005338		2005339	104.60	2005340	127.58	2005342		2005344	0.17
2005354		2005355		2005356		2005362		2005374	
2005376		2005383	121.58	2005384	91.41	2005388	98.86	2005391	95.01
2005393		2005396		2005398	0.00	2005399	95.46	2005407	246.26
2005408		2005409	93.78	2005410	142.08	2005411	65.89	2005412	
2005424	61.87	2005425	67.38	2005427		2005429	109.27	2005430	108.80
2005431	169.55	2005433	53.04	2005434	47.09	2005435	80.60	2005439	0.00
2005443	38.91	2005444	5.41	2005445		2005446	18.45	2005447	15.00
2005448	156.78	2005450		2005451	60.86	2005452	41.38	2005453	
2005454	69.15	2005457		2005458		2005459		2005461	108.93
2005462	0.11	2005465	102.06	2005466	35.22	2005467	81.94	2005468	29.24
2005469	76.07	2005470	25.13	2005471	42.23	2005472		2005473	
2005474	72.25	2005476	16.75	2005479		2005480		2005481	163.44
2005482	38.83	2005483	102.80	2005484	122.03	2005488	34.14	2005489	34.14
2005490	127.68	2005491		2005492		2005493	116.67	2005494	50.61
2005495	119.32	2005496	58.30	2005497	108.93	2005498	113.33	2005499	212.71
2005503	3.96	2005504	314.07	2005505	70.13	2005507	65.89	2005508	67.89
2005509	32.01	2005510	33.87	2005511	5.17	2005512	63.06	2005513	31.69
2005514	31.69	2005515	24.97	2005516	44.74	2005517	31.22	2005518	22.06
2005519	81.70	2005520	55.91	2005521	102.06	2005522	108.80	2005523	53.31
2005524	32.59	2005525	101.21	2005526	11.34	2005527	121.03	2005528	104.24
2005529	45.70	2005530	51.48	2005531	67.38	2005532	61.87	2005533	13.26
2005534	50.64	2005535	109.27	2005536	80.60	2005537	16.75	2005538	16.75

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2005540		2005560	129.55	2005562		2005567	129.83	2005568	71.44
2005569	73.72	2005570	73.72	2005571	97.77	2005572	97.77	2005573	
2005574	229.65	2005575	81.42	2005576	103.85	2005578	115.47	2005579	115.47
2005580		2005581		2005582	94.48	2005583	91.70	2005584	60.48
2005585	60.48	2005586	108.71	2005587	108.71	2005588	129.55	2005589	102.12
2005590	125.90	2005592	592.81	2005593	141.45	2005594	12.75	2005595	32.82
2005596	212.91	2005597	114.84	2005598	109.46	2005599	104.25	2005601	146.46
2005603	64.04	2005604	0.00	2005605	112.62	2005608	203.86	2005609	49.55
2005610	99.81	2005612	107.39	2005613	99.78	2005614	106.56	2005617	100.26
2005621	76.59	2005641		2005642	0.00	2005643	0.00	2005645	345.90
2005646	0.14	2005648	259.95	2005651		2005652	33.38	2005653	32.40
2005654	32.40	2005656	98.50	2005657		2005658		2005659	81.75
2005660	81.75	2005662	83.51	2005663	83.51	2005664		2005665	56.22
2005666	56.22	2005668	5.92	2005669	5.92	2005670	107.33	2005671	87.97
2005672	66.63	2005673	46.91	2005674	111.56	2005675	71.67	2005676	37.65
2005677	42.08	2005678	59.84	2005679	59.84	2005680	67.66	2005681	67.66
2005682	74.47	2005683	74.47	2005684	101.99	2005685	101.99	2005686	
2005687	223.21	2005688		2005689	106.91	2005690	103.45	2005691	103.45
2005692	100.70	2005693	100.70	2005694	108.36	2005695	108.36	2005696	
2005697	48.74	2005698	67.89	2005699	67.89	2005700	0.00	2005701	
2005702	102.05	2005703	132.16	2005704	102.05	2005705	132.16	2005706	
2005707	59.39	2005708		2005709	131.88	2005710	105.02	2005711	105.02
2005712	340.59	2005713	375.42	2005714	118.40	2005715	118.40	2005716	98.13
2005717	98.13	2005718	96.03	2005719	96.03	2005720	0.00	2005721	128.76
2005722		2005723	51.45	2005726	69.46	2005727	97.85	2005728	0.45

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2005729	214.79	2005730		2005731	234.39	2005738		2005739	78.30
2005740	112.89	2005741	112.89	2005742	31.50	2005743	31.50	2005745	35.61
2005746	14.62	2005747	31.45	2005748	189.88	2005749	31.49	2005750	53.22
2005751	32.64	2005752	31.38	2005753	99.10	2005754	52.22	2005755	32.95
2005756	57.72	2005757	56.02	2005758	63.13	2005759	63.13	2005760	12.75
2005761	92.59	2005762	89.87	2005763	62.86	2005764	61.01	2005765	61.01
2005766	0.00	2005767	12.00	2005768	12.00	2005769	7.00	2005770	14.19
2005771	14.12	2005772	88.94	2005773	70.57	2005774	42.56	2005775	42.56
2005776	48.43	2005777	48.43	2005778	82.97	2005779	82.97	2005780	61.66
2005781	69.71	2005782	76.73	2005784	75.13	2005785		2005786	129.66
2005787	35.17	2005789	56.87	2005791	106.06	2005793		2005798	
2005799		2005801	243.13	2005803	125.53	2005806		2005807	268.80
2005809	87.97	2005811	46.91	2005812		2005813	85.72	2005814	79.44
2005815	44.57	2005816	0.00	2005817	236.38	2005818		2005819	106.36
2005820	36.12	2005821	35.06	2005822		2005823	88.10	2005824	61.32
2005825	61.32	2005826	22.71	2005827	19.86	2005828	248.70	2005829	182.28
2005830	32.30	2005831	31.35	2005832	37.95	2005833	37.95	2005834	
2005835		2005836	45.07	2005837	43.75	2005838	2.11	2005839	0.97
2005840	12.46	2005841	12.09	2005842	58.91	2005843	57.18	2005844	25.46
2005845	26.23	2005846	61.52	2005847	61.52	2005848	67.25	2005849	67.25
2005850	69.49	2005851	28.14	2005852	21.35	2005853	21.35	2005855	108.59
2005857	0.00	2005859	103.90	2005862	103.74	2005864	117.69	2005866	
2005868	24.68	2005869		2005870	69.23	2005871		2005876	119.00
2005884	81.36	2005886	24.68	2005907	23.51	2005909	81.54	2005913	63.07
2005916	32.32	2005918	32.32	2005919	32.32	2005920	32.32	2005921	0.00

WDID	acft 2018	WDID	acft 2018	WDID	acft 2018	WDID	acft 2018	WDID	acft 2018
2005923	84.14	2005924	134.19	2005926	99.81	2005928		2005929	
2005930	101.25	2005931	216.76	2005932	235.47	2005933		2005934	
2005935	58.73	2005936	277.54	2005937	57.02	2005941	0.00	2005948	125.60
2005949	125.60	2005950		2005951		2005952	42.15	2005953	13.49
2005954	13.49	2005955		2006003	19.81	2006004		2006005	0.00
2006007	56.98	2006008	55.30	2006009	192.30	2006010		2006011	115.63
2006013	116.01	2006014	116.01	2006016	55.30	2006017	134.81	2006018	134.81
2006019		2006020	0.00	2006021	0.00	2006023	103.00	2006025	
2006026	78.66	2006027	78.66	2006028	64.07	2006029	64.07	2006030	44.86
2006031	46.22	2006032	23.51	2006152	62.13	2006153		2006176	109.96
2006177	130.55	2006178	109.96	2006179	130.55	2006218	102.96	2006234	
2006235	201.67	2006248	92.18	2006251	101.54	2006252	101.54	2006253	36.20
2006254	36.20	2006262	2.32	2006263	118.41	2006264	121.58	2006265	
2006266	155.32	2006269		2006270	117.71	2006271		2006272	101.05
2006273		2006274	60.90	2006275	3.63	2006276	96.06	2006277	
2006278	101.40	2006279		2006280	128.55	2006281	71.72	2006282	71.72
2006283	0.00	2006284	99.93	2006285	99.93	2006286	105.92	2006287	105.92
2006288	1.71	2006289	0.00	2006290	74.10	2006291	74.10	2006292	0.00
2006293	42.38	2006294	42.38	2006297	92.06	2006298		2006299	119.50
2006300	79.67	2006301	180.48	2006302		2006304		2006305	48.26
2006306		2006307	53.55	2006308		2006309	200.00	2006310	49.86
2006311	49.86	2006312	66.22	2006313	66.22	2006314	49.77	2006315	48.31
2006319	123.06	2006320	123.06	2006321	0.00	2006322	0.00	2006323	0.00
2006324		2006325		2006326		2006327		2006328	
2006329	0.00	2006330	0.00	2006331		2006332		2006333	30.41

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2006334	30.41	2006335	0.00	2006336	0.00	2006337	27.72	2006338	27.72
2006339	0.00	2006340		2006342	100.78	2006343		2006344	110.08
2006345	115.24	2006346	115.24	2006347	80.07	2006348		2006349	237.82
2006350		2006351	82.04	2006352		2006353	71.73	2006354	60.52
2006355	58.74	2006356	114.52	2006358	119.67	2006359	114.66	2006360	104.83
2006361		2006362	69.50	2006363		2006364	104.92	2006365	53.00
2006366	54.61	2006367	61.91	2006368	61.91	2006369	112.34	2006370	112.34
2006371		2006372	142.52	2006373	0.00	2006374	112.94	2006375	111.46
2006376	111.46	2006377		2006378	0.00	2006379	198.81	2006380	112.58
2006381		2006382	114.02	2006383	42.50	2006384	42.50	2006385	79.99
2006386	82.41	2006387		2006388	151.45	2006389		2006390	136.97
2006391	112.36	2006392	112.36	2006393		2006394	134.62	2006395	
2006396	112.26	2006397	0.00	2006398	325.55	2006399		2006402	343.16
2006403	102.58	2006404		2006405	120.62	2006409		2006410	120.67
2006411	120.82	2006412		2006413	129.94	2006414	77.98	2006415	80.34
2006416	109.00	2006417		2006418	113.57	2006419		2006420	98.78
2006421		2006422	245.46	2006423	92.57	2006424	92.57	2006427	83.14
2006428	66.32	2006429	77.38	2006430		2006431	85.72	2006434	
2006435	73.47	2006436		2006437	141.69	2006438		2006439	108.23
2006440		2006441	232.30	2006444	121.39	2006445		2006446	
2006447	206.66	2006448	78.05	2006449	80.42	2006450	126.43	2006451	126.43
2006452		2006453	108.11	2006454		2006455	101.15	2006457	117.11
2006458	117.11	2006459	99.00	2006460	23.62	2006461	95.94	2006462	95.94
2006463	101.22	2006464	101.22	2006466	122.25	2006467		2006468	159.79
2006469		2006470	124.97	2006471		2006472	207.53	2006473	

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2006474	114.57	2006475		2006476	106.85	2006478	0.00	2006479	53.65
2006480	77.33	2006481	100.16	2006482	100.16	2006483	127.15	2006491	
2006492	60.96	2006493		2006494	105.86	2006495		2006496	305.74
2006497	0.00	2006498	244.97	2006499		2006500	190.44	2006501	
2006502	60.04	2006504	42.18	2006512	112.91	2006513	110.34	2006514	110.34
2006515	59.04	2006516	59.04	2006517		2006518	114.89	2006519	111.42
2006520	111.42	2006521	134.51	2006522	134.51	2006523		2006524	84.58
2006525	0.00	2006526	77.53	2006527	86.65	2006528	69.50	2006529	69.50
2006530		2006531	205.93	2006532	68.64	2006533	70.72	2006534	93.40
2006535	93.21	2006536	93.21	2006538	118.00	2006539		2006540	56.76
2006541	56.76	2006542	58.48	2006545	111.81	2006546		2006547	165.40
2006548		2006549	109.46	2006555	115.02	2006557	60.35	2006559	
2006560	71.87	2006561	71.87	2006562	72.12	2006563	175.73	2006564	88.67
2006565		2006566		2006567	121.45	2006570	46.03	2006571	46.03
2006574	104.73	2006575	104.73	2006576	91.50	2006577	91.50	2006578	
2006579	197.42	2006580	104.38	2006581	104.38	2006585	121.12	2006587	106.34
2006588	106.34	2006589	115.67	2006590		2006591		2006592	
2006593		2006594	103.52	2006595		2006596	38.44	2006597	19.77
2006598	37.31	2006599	19.77	2006601	114.26	2006602	147.81	2006604	35.80
2006605	36.03	2006606	36.03	2006608	27.54	2006609		2006610	160.05
2006611		2006612	158.18	2006613		2006615	91.78	2006617	60.35
2006622	62.49	2006623	552.00	2006624	12.91	2006625		2006626	307.83
2006627	64.12	2006628	64.12	2006629	66.07	2006630	84.23	2006631	132.26
2006632	136.13	2006633	115.02	2006635	91.91	2006637	71.25	2006643	69.15
2006644	110.00	2006645	110.00	2006646	140.89	2006647	140.89	2006648	

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2006649	73.51	2006653		2006654	7.39	2006655	0.00	2006656	0.00
2006659	72.57	2006662	27.39	2006668	46.96	2006669	46.96	2006670	53.55
2006673	89.63	2006675	164.98	2006678	193.30	2006679	109.16	2006684	
2006685		2006686		2008001	237.93	2008002	61.32	2008003	108.01
2008005	178.45	2008008	110.14	2008009	108.55	2008011	136.72	2008012	83.20
2008016	59.56	2008017	86.08	2008018	197.00	2008026	214.59	2008027	94.37
2008030	49.66	2008031	49.66	2008032	51.17	2008033	26.04	2008034	96.40
2008037	151.55	2008038	116.25	2008039	55.61	2008040	114.09	2008041	0.00
2008042	0.00	2008046	58.46	2008048	31.78	2008050	52.53	2008129	0.00
2008130	0.00	2008139	120.35	2008141	20.54	2008142	51.12	2008143	51.12
2008144	45.84	2008145	45.84	2008146	33.31	2008147	33.31	2008148	38.82
2008149	38.82	2008150	70.72	2008153	69.74	2008154	69.74	2008155	
2008156		2008161	44.51	2008163	106.31	2008164	86.74	2008166	70.83
2008167	70.83	2008168		2008169	48.84	2008172	40.26	2008173	40.26
2008174	0.00	2008177		2008178		2008180	91.50	2008181	91.50
2008182	72.50	2008183	72.50	2008185	84.08	2008186	73.50	2008187	73.47
2008188	265.56	2008189	152.37	2008190	210.90	2008191	296.51	2008192	441.27
2008193	247.58	2008195	71.88	2008196	94.69	2008197	68.01	2008198	74.27
2008199		2008203	109.99	2008204	154.91	2008207	251.99	2008213	72.81
2008214	32.20	2008215	32.20	2008216	63.74	2008220	61.32	2008221	61.32
2008222	61.32	2008223	0.00	2008224	0.00	2008225	0.00	2008229	36.26
2008230	36.26	2008231	36.26	2008235	121.76	2008238	87.45	2008239	93.67
2008240	47.84	2008241	24.07	2008243	54.22	2008251	132.78	2008252	158.81
2008254	98.30	2008257		2008258	51.45	2008262	114.26	2008266	118.95
2008270	36.55	2008271	36.55	2008272	33.42	2008273	33.42	2008274	32.18

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2008275	32.18	2008276	36.55	2008277	33.42	2008283	33.16	2008285	35.55
2008286	35.55	2008287	33.34	2008288	33.34	2008289	58.46	2008290	114.09
2008291	222.83	2008292	0.97	2008295		2008297	67.71	2008298	62.13
2008299	72.44	2008302	99.61	2008306	326.15	2008307		2008308	75.13
2008309		2008310	129.66	2008317	112.91	2008318		2008319	156.79
2008320	0.00	2008321		2008322	156.79	2008326		2008336	217.42
2008342		2008344		2008345		2008346		2008347	
2008348	128.88	2008349		2008350	83.20	2008351		2008355	127.68
2008358		2008359	96.02	2008360		2008361	110.00	2008362	
2008363	70.03	2008364	70.03	2008365	121.12	2008366		2008376	125.90
2008377	2.39	2008378	76.59	2008379		2008380	268.80	2008381	283.99
2008383		2008384		2008385	134.95	2008386	86.51	2008388	
2008389	69.20	2008390	105.29	2008391	0.00	2008392	37.53	2008397	115.80
2008398		2008399	68.09	2008400		2008401	68.09	2008403	3.06
2008404		2008405		2008406	115.80	2008407	94.00	2008408	
2008410	129.39	2008411	94.00	2008412		2008413		2008414	128.19
2008418		2008419		2008420	81.19	2008422	56.87	2008423	58.59
2008425	77.98	2008427	186.71	2008428	109.46	2008429	133.55	2008431	
2008432	61.31	2008433	63.16	2008434		2008435	157.18	2008436	91.20
2008437	0.04	2008438	107.45	2008439	20.50	2008440	15.00	2008441	15.00
2008442	0.06	2008443		2008444	121.39	2008446	109.94	2008447	98.41
2008448	128.77	2008449	71.09	2008450	94.49	2008451	119.85	2008452	69.66
2008453		2008454		2008455	133.85	2008456	89.44	2008457	69.66
2008458	89.44	2008459	133.85	2008460		2008461	65.78	2008462	65.78
2008463	67.77	2008464		2008465	98.48	2008466	98.48	2008467	93.71

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2008468		2008469	98.19	2008470		2008471		2008472	
2008473	81.00	2008474	34.59	2008475		2008476	58.84	2008477	
2008478	81.00	2008479	106.68	2008480	34.59	2008481	35.64	2008482	62.84
2008484	78.41	2008485		2008486	78.41	2008499		2008500	
2008502	114.57	2008503	110.81	2008504	120.77	2008516	103.27	2008517	
2008525	126.21	2008526		2008527	101.15	2008528	229.23	2008529	
2008531		2008532		2008535		2008536		2008537	
2008539	105.01	2008551	41.90	2008552	109.00	2008553	113.57	2008556	98.78
2008566	69.75	2008567	0.00	2008571	104.92	2008574	112.26	2008578	
2008579	132.03	2008580		2008581	118.12	2008583		2008584	261.56
2008590	100.61	2008593	103.30	2008594		2008595	85.23	2008596	
2008597		2008599	212.98	2008600		2008601		2008602	102.27
2008610	4.36	2008612		2008613	36.53	2008614	71.73	2008615	
2008616	116.57	2008617	36.53	2008620		2008621	100.55	2008623	96.68
2008624	100.55	2008626	115.17	2008627	123.90	2008628		2008629	123.90
2008631		2008632	2.86	2008637		2008638	89.63	2008639	119.60
2008640		2008641	93.71	2008642		2008644	119.67	2008645	
2008648		2008649	58.73	2008654	52.69	2008655		2008657	
2008658	122.40	2008660	180.72	2008661	152.92	2008662	88.29	2008663	385.81
2008668		2008669	101.40	2008670	78.90	2008671	203.38	2008677	0.00
2008678		2008679	111.45	2008680		2008681		2008682	
2008683	55.13	2008684	55.13	2008687	94.22	2008688	102.91	2008689	100.31
2008690		2008692	65.22	2008705	92.53	2008706	92.53	2008707	108.90
2008708		2008709	108.90	2008710	156.77	2008711		2008718	
2008719		2008720	69.15	2008721		2008722		2008723	

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2008724	99.42	2008725	222.14	2008727	122.18	2008728		2008729	122.18
2008730		2008731		2008732	113.00	2008734	100.31	2008735	251.20
2008736		2008737		2008738	144.84	2008739		2008740	
2008741	97.45	2008742	97.45	2008743		2008744	9.94	2008745	80.00
2008746		2008747	121.32	2008748	114.68	2008749	97.71	2008750	101.48
2008751		2008752		2008753	97.71	2008754	101.48	2008763	
2008764	49.84	2008765	0.00	2008766	4.14	2008767	181.94	2008768	62.04
2008769	48.73	2008770		2008772	10.93	2008773		2008774	
2008775		2008776	138.41	2008777		2008778	107.68	2008779	
2008781	53.05	2008782	53.05	2008784	89.81	2008788		2008789	103.90
2008792	122.42	2008793		2008794		2008795	93.22	2008798	107.41
2008799		2008800	106.91	2008801	106.91	2008802		2008803	96.39
2008806	166.46	2008807		2008809	239.15	2008810	273.98	2008811	
2008812	106.06	2008813	106.91	2008818		2008821		2008822	
2008823	79.71	2008824	106.76	2008825	106.76	2008826	79.71	2008827	0.00
2008828	63.07	2008829		2008830	111.81	2008834		2008835	133.68
2008836	114.92	2008837	64.32	2008838	118.74	2008839	64.32	2008840	
2008841		2008842		2008843	114.92	2008844		2008845	0.72
2008846		2008847	118.74	2008848		2008849		2008855	
2008858		2008863	61.35	2008864	59.55	2008865		2008869	85.46
2008870	0.00	2008871	79.87	2008874		2008876	98.09	2008879	
2008880		2008886		2008887	72.57	2008888	74.77	2008893	118.88
2008894	92.80	2008895		2008896	118.88	2008897	3.48	2008898	
2008899	100.53	2008902	35.23	2008903	184.68	2008904	110.65	2008908	
2008909		2008910	129.25	2008911	89.33	2008912		2008915	

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2008916	119.83	2008917	119.83	2008918	103.67	2008919		2008920	
2008921		2008922	9.08	2008928		2008929		2008932	97.91
2008933		2008934		2008935	97.91	2008938	117.71	2008939	128.12
2008940	116.26	2008942		2008943		2008944		2008945	
2008946		2008947		2008948		2008949	158.69	2008954	
2008955	102.09	2008956	102.09	2008958	90.05	2008961		2008962	114.39
2008963	114.39	2008964		2008965	124.14	2008967	0.31	2008968	
2008973	73.01	2008974	103.02	2008975	349.01	2008977		2008978	126.85
2008979		2008983		2008984	120.74	2008985	123.98	2008986	123.98
2008988	93.22	2008989		2008990		2008992	111.80	2008993	
2008994		2008998	105.65	209002	58.74	209003	76.81	209004	170.51
2009005		209015		209019		209020	117.36	209021	117.36
2009022		209023	96.30	209025	496.00	209026		209043	62.80
2009044	0.00	209045	52.77	209047		209048	64.00	209049	86.12
2009050	167.83	209051	5.57	209052		209053		209054	
2009055	100.10	209057	163.44	209065	13.46	209067	143.27	209069	0.00
2009072	112.94	209082		209083	128.28	209084	114.48	209085	55.10
2009086	0.00	209087	96.16	209088		209089	95.14	209090	95.14
2009091		209093		209094		209095	107.73	209096	
2009104	64.81	209105	111.67	209106		209107		209108	123.85
2009110	36.41	209111		209112		209113	17.02	209114	89.82
2009115		209118	0.00	209120	298.69	209121	263.73	209122	
2009123	120.37	209131		209132		209133		209134	
2009135		209136	204.64	209137		209139		209140	86.08
2009141	127.20	209142		209143		209144		209145	

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2009146	110.96	2009147	42.18	2009148		2009150		2009151	
2009153		2009154	121.39	2009157	50.61	2009158	109.46	2009164	
2009165		2009166		2009167	169.72	2009171	136.19	2009172	
2009173	136.19	2009196	59.66	2009197		2009199	124.97	2009200	
2009205	60.04	2009206		2009207	86.09	2009208	226.00	2009209	86.09
2009210		2009211		2009212	114.84	2009214		2009216	213.96
2009217	204.36	2009218		2009219	106.84	2009220	106.84	2009222	104.90
2009223	122.25	2009224		2009228	325.46	2009229		2009230	106.85
2009231	0.00	2009234	241.74	2009235	269.87	2009237	69.50	2009241	
2009242		2009243	0.00	2009245	112.36	2009246	100.96	2009247	186.76
2009249	122.34	2009250		2009251		2009255	119.47	2009256	
2009257		2009262		2009266	85.15	2009267		2009269	87.25
2009270	80.75	2009271	39.23	2009274		2009275	70.98	2009276	82.99
2009277	121.69	2009292	98.92	2009295		2009296		2009297	
2009300	129.11	2009301	84.96	2009302		2009303		2009304	
2009305	109.29	2009306	59.39	2009310	119.32	2009311		2009313	96.89
2009314	60.96	2009315	163.39	2009342	97.73	2009348	188.07	2009353	
2009355		2009356	118.06	2009357	118.06	2009364	79.37	2009365	31.78
2009373		2009374	31.99	2009375		2009378	146.39	2009379	131.09
2009380	131.09	2009381		2009403	118.12	2009404	77.65	2009405	
2009406	101.47	2009414	57.17	2009415	57.17	2009416	57.17	2009417	57.17
2009418	20.47	2009419		2009424	20.47	2009425		2009428	144.37
2009451		2009452	102.87	2009456		2009457	78.25	2009458	88.81
2009460		2009461	297.49	2009462		2009463	212.10	2009464	310.58
2009465	129.50	2009466		2009467	0.00	2009468	156.67	2009469	

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2009470		2009471		2009472	165.40	2009476	5.73	2009477	89.91
2009478	109.63	2009486		2009487	58.16	2009499		2009503	120.62
2009509		2009511		2009515		2009517	14.83	2009521	
2009522	0.00	2009523	44.86	2009525		2009526	49.55	2009532	
2009533		2009536	136.97	2009537		2009538		2009539	79.99
2009541	151.45	2009542	111.45	2009544	9.81	2009546		2009547	
2009549	675.69	2009550	119.00	2009563		2009564		2009565	
2009567	278.91	2009570		2009571		2009572	99.61	2009573	83.59
2009574	102.92	2009576	76.20	2009577	164.51	2009578		2009587	133.80
2009588	150.47	2009603		2009604		2009605	72.27	2009606	54.35
2009609	88.99	2009617	78.00	2009655		2009657		2009668	
2009686	98.27	2009688	55.42	2009698	107.39	2009699		2009700	
2009701	86.74	2009702	99.78	2009703	106.31	2009704		2009705	153.81
2009719		2009720		2009721	92.09	2009724		2009739	64.60
2009741	108.01	2009742		2009743	101.35	2009744		2009754	91.61
2009755		2009770		2009771	320.08	2009788	78.05	2009795	47.11
2009798		2009799	21.26	2009800	108.23	2009801		2009816	
2009817		2009818	142.57	2009819	224.18	2009820		2009821	
2009823		2009824		2009825		2009831		2009833	
2009834	104.59	2009835	104.64	2009836	104.64	2009846	154.23	2009864	
2009865	2.73	2009866		2009867	38.01	2009876		2009905	160.69
2009906	128.55	2009928		2009932	108.55	2009933		2009934	61.90
2009935		2009940	135.30	2009944	0.00	2009945	265.17	2009946	84.11
2009947	55.22	2009948	206.10	2009959		2009992	0.00	2009993	
2010005	42.16	2010006	188.55	2010007	106.56	2010008	91.78	2010009	117.34

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2010010	0.00	2010011	0.00	2010013		2010014	108.92	2010015	87.45
2010016	84.76	2010017	84.76	2010018	78.62	2010019	119.03	2010020	119.03
2010025		2010045	54.12	2010046	117.31	2010047	54.39	2010057	94.69
2010088	60.90	2010089	96.06	2010090	101.05	2010110	128.76	2010111	158.81
2010112	132.78	2010117		2010118		2010119		2010120	2.28
2010180	66.04	2010188	41.12	2010201		2010209		2010210	62.19
2010213	294.20	2010216	110.01	2010217		2010219	55.39	2010231	
2010234		2010235		2010236	31.73	2010237	159.90	2010245	0.00
2010246		2010261		2010262	242.72	2010263	69.25	2010270	0.00
2010272	96.52	2010292	130.44	2010294		2010295	74.03	2010312	
2010314	105.86	2010328	137.46	2010329	137.46	2010330	118.15	2010334	0.00
2010335	0.31	2010340	61.38	2010353	66.03	2010354	318.67	2010355	
2010356		2010363	375.83	2010364		2010365		2010396	87.07
2010397	87.07	2010400	188.46	2010401	60.97	2010402	0.00	2010404	216.96
2010405	101.47	2010433	70.13	2010442	100.99	2010448	92.18	2010466	
2010499		2010500		2010521	159.09	2010543	92.78	2010544	92.78
2010546	63.79	2010547		2010548		2010549	103.00	2010550	173.00
2010558		2010559	37.00	2010560	37.00	2010561	87.10	2010568	129.41
2010587		2010590		2010618	204.40	2010619		2010622	150.52
2010628		2010629	125.83	2010648		2010674		2010675	
2010676	44.76	2010677	93.03	2010696	73.10	2010719	39.46	2010723	114.09
2010725	43.75	2010732	145.10	2010754	17.74	2010755	130.66	2010786	122.05
2010787		2010788	81.54	2010789	165.29	2010815		2010820	88.10
2010821	129.49	2010822	0.00	2010823	2.38	2010833		2010840	
2010843		2010846	93.78	2010847		2010853		2010854	55.97

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2010855	55.97	2010878	77.65	2010881	43.12	2010888		2010903	14.93
2010904	7.34	2010906	66.38	2010919	98.96	2010929	104.11	2010930	
2010939	30.50	2010940	9.07	2010973		2010974	73.45	2010985	237.55
2011003	39.01	2011004	9.48	2011005	1.40	2011006	122.42	2011007	0.00
2011009		2011012	0.00	2011020	168.02	2011021	92.63	2011039	
2011052		2011053		2011125	3.38	2011129	37.84	2011131	56.09
2011133		2011136		2011137	57.33	2011142		2011156	31.50
2011157	127.00	2011158	44.81	2011159	29.04	2011160	29.92	2011161	31.50
2011162	46.17	2011163	99.00	2011173		2011199	102.30	2011200	118.78
2011201		2011217		2011220	57.21	2011221		2011222	
2011272		2011285		2011299	0.04	2011325	14.59	2011326	80.83
2011331	0.00	2011332		2011333	121.76	2011339	37.84	2011409	
2011410	112.62	2011411	131.11	2011412	102.09	2011413		2011414	
2011422	141.45	2011423		2011424		2011425	65.55	2011426	108.25
2011455	0.00	2011457		2011458	99.52	2011459	99.72	2011472	
2011559		2011580	0.00	2011581	0.00	2011588	30.00	2011589	113.95
2011597		2011598	113.95	2011605		2011606	0.71	2011608	81.86
2011609	81.86	2011621	120.74	2011632		2011634	163.44	2011640	134.62
2011676		2011677	89.95	2011680		2011681		2011708	254.43
2011709	201.73	2011713	10.09	2011725	7.69	2011742	409.70	2011756	
2011759		2011796		2011797	171.51	2011798	134.88	2011799	
2011800		2011802		2011805		2011806		2011808	
2011809		2011810	0.00	2011816		2011817		2011818	81.30
2011820	164.85	2011821		2011822		2011877	378.53	2011878	469.88
2011879		2011880		2011895		2011896	81.36	2011897	93.41

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2011900		2011913	308.46	2011923	33.31	2011924		2011925	34.32
2011926	102.19	2011939		2011944	128.54	2011945	128.54	2011981	
2011982		2011983	117.58	2012001		2012002		2012026	0.02
2012030	57.26	2012032		2012033	57.26	2012045	265.20	2012046	
2012047		2012100	137.78	2012101		2012103	120.67	2012143	191.44
2012144		2012154		2012155	91.61	2012156		2012157	122.80
2012158		2012163	116.05	2012164		2012166	116.05	2012184	27.76
2012187	105.83	2012188		2012189	70.82	2012223	62.84	2012226	136.72
2012227		2012228	73.20	2012229	149.44	2012249	110.57	2012250	110.57
2012267	71.87	2012289		2012290	109.73	2012291	108.11	2012292	
2012293	90.02	2012294	90.02	2012295	117.69	2012296	96.42	2012297	96.42
2012298	123.48	2012299	297.17	2012300	84.20	2012314		2012348	96.02
2012349	282.93	2012373	16.52	2012374	425.78	2012375	48.70	2012376	174.40
2012377	82.17	2012378	237.80	2012379		2012380	35.99	2012381	
2012382	33.77	2012408		2012437		2012438		2012446	125.58
2012447		2012448	111.30	2012449	84.58	2012450	300.17	2012451	89.73
2012453		2012461	50.18	2012462		2012524	105.88	2012525	
2012530	88.17	2012537	0.00	2012539	263.83	2012540	30.60	2012541	90.18
2012587	108.53	2012588	117.06	2012589		2012597		2012598	91.37
2012599	102.44	2012600	19.72	2012601	15.78	2012602	102.44	2012608	0.00
2012609	100.94	2012610		2012611	100.94	2012628		2012636	
2012637	95.62	2012638	95.62	2012640	76.86	2012641	106.66	2012643	114.39
2012645		2012647	54.15	2012648	65.92	2012665	200.25	2012666	58.30
2012667		2012668	132.50	2012669		2012670		2012672	59.46
2012673	138.27	2012676	121.03	2012679		2012699		2012887	

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2013052	56.80	2013164	133.55	2013185		2013186		2013187	
2013188	116.57	2013241		2013242		2013249	189.85	2013252	43.68
2013253		2013254	52.69	2013267	101.13	2013306	114.02	2013308	183.89
2013311	96.19	2013316	151.94	2013319	60.23	2013321		2013322	217.05
2013323		2013328	80.43	2013329	93.22	2013330		2013331	31.28
2013332	51.05	2013339	227.17	2013340	103.67	2013342	103.63	2013344	118.12
2013345	149.44	2013346	73.20	2013347	85.23	2013350	126.54	2013351	126.54
2013364	87.25	2013365	355.61	2013366	98.09	2013373		2013375	117.63
2013377	45.16	2013381	68.87	2013382	210.01	2013388	111.55	2013389	96.89
2013390	96.30	2013406	127.94	2013410	91.61	2013411	122.80	2013415	106.78
2013416	105.34	2013418	109.73	2013432	369.33	2013440	107.45	2013441	128.72
2013442		2013443	195.15	2013444	115.01	2013445	0.13	2013447	122.42
2013448	80.78	2013449	103.27	2013450	273.88	2013451	192.57	2013457	51.00
2013461	72.64	2013462	95.59	2013464	0.00	2013465	132.82	2013466	118.73
2013505	232.61	2013506	124.14	2013508	127.43	2013510	81.36	2013511	110.96
2013512	80.65	2013513	107.41	2013514	117.58	2013517	258.39	2013518	58.43
2013520		2013522	32.00	2013524	59.92	2013525		2013526	143.27
2013527	76.86	2013528	86.03	2013529	83.29	2013530	82.37	2013531	81.38
2013532	68.68	2013533	84.68	2013534	87.22	2013535	61.43	2013536	64.19
2013537	172.98	2013538	262.77	2013539	196.63	2013541	148.49	2013542	85.39
2013543	117.06	2013544	150.47	2013547	71.47	2013548	86.77	2013549	91.37
2013550	119.93	2013551	13.91	2013552	94.69	2013553	98.27	2013554	1.77
2013555	67.18	2013556	78.50	2013557	61.50	2013558		2013559	94.23
2013561	151.88	2013563	108.48	2013567	54.35	2013568	106.68	2013569	129.50
2013570	98.19	2013572	68.64	2013573	44.43	2013574	112.29	2013575	112.29

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2013576	233.72	2013577	135.30	2013579	115.17	2013581	103.30	2013582	208.57
2013584	120.77	2013585	110.81	2013586	5.57	2013587	150.79	2013588	212.88
2013594	97.11	2013596		2013597	168.48	2013599		2013606	103.88
2013607	25.43	2013610	39.21	2013612	45.00	2013613	49.64	2013614	39.10
2013615	57.21	2013616	69.25	2013618		2013622	41.40	2013623	3.75
2013624	0.64	2013625	85.73	2013626	102.19	2013627	64.60	2013628	129.47
2013629	180.81	2013630	180.81	2013631	48.81	2013633	83.67	2013635	112.36
2013637	71.83	2013638	56.17	2013639	69.15	2013640	71.25	2013641	56.17
2013642	69.62	2013643	69.62	2013644	77.27	2013645	59.05	2013653	76.75
2013654	6.76	2013656	0.00	2013657	67.74	2013658	144.98	2013663	
2013664	118.00	2013665	80.15	2013668	160.69	2013669	52.53	2013670	31.50
2013671	82.37	2013672	64.19	2013673	89.95	2013674	86.03	2013675	83.29
2013676	81.38	2013677	68.68	2013678	84.68	2013679	87.22	2013680	61.43
2013683	53.88	2013684	89.91	2013685	87.77	2013686	116.59	2013688	114.39
2013690	283.57	2013692	43.29	2013693	71.97	2013694	62.80	2013695	79.87
2013699	38.55	2013701	192.04	2013705	61.31	2013706	94.22	2013708	121.39
2013711	31.50	2013712	65.36	2013713	73.98	2013714	37.53	2013715	66.11
2013719	21.37	2013720	25.71	2013721	29.44	2013722	22.30	2013724	30.36
2013725	30.36	2013728	6.08	2013730	59.48	2013731	37.32	2013734	96.26
2013744	0.00	2013745	0.00	2013746	51.48	2013747	43.68	2013748	48.18
2013749	53.00	2013750	26.00	2013751	31.35	2013752	29.04	2013753	48.31
2013754	44.81	2013755	45.70	2013756	330.44	2013760	126.62	2013762	123.48
2013774	9.07	2013779	241.21	2013780	97.55	2013781	144.82	2013782	14.93
2013784	223.33	2013787	0.44	2013788	0.30	2013789	93.41	2013791	303.13
2013795	314.42	2013796	1.31	2013797	235.82	2013798	126.21	2013800	197.11

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2013801	105.01	2013803	110.02	2013804	110.14	2013805	34.45	2013806	34.45
2013807	34.45	2013808	34.45	2013809	54.44	2013810	54.44	2013811	29.80
2013812	29.80	2013813	30.70	2013814	29.06	2013817	116.28	2013819	29.70
2013820	68.38	2013821	67.28	2013822	67.28	2013823	28.14	2013824	29.70
2013826	105.83	2013827	56.69	2013829	71.88	2013830	94.69	2013831	80.32
2013833	86.95	2013836	43.12	2013837	55.61	2013838	105.65	2013839	0.03
2013840	83.67	2013841	58.99	2013842	85.46	2013843	100.10	2013845	96.39
2013847	69.15	2013848	55.91	2013850	45.72	2013851	45.72	2013852	45.20
2013853	45.20	2013854	46.57	2013855	118.95	2013856	147.81	2013858	114.59
2013859	181.01	2013860	58.46	2013862	58.46	2013863	45.49	2013864	45.49
2013866	101.80	2013868	63.73	2013873	124.04	2013874	124.04	2013875	81.19
2013879	64.13	2013880	64.13	2013881	66.08	2013882	100.45	2013884	273.89
2013886	80.00	2013887	114.48	2013888	128.28	2013890	195.96	2013891	96.19
2013892	79.18	2013893	97.22	2013894		2013895	85.15	2013896	89.81
2013902		2013905	59.05	2013906	31.87	2013907	180.56	2013908	
2013909	61.32	2013910		2013911		2013912		2013913	127.94
2013914	89.33	2013915	109.29	2013916	223.94	2013925	120.17	2013927	0.85
2013928	377.44	2013929	106.74	2013931	102.87	2013932	30.50	2013934	0.00
2013935	42.08	2013937	88.00	2013938	119.60	2013943	23.62	2013944	60.40
2013945		2013946	0.00	2013947	47.21	2013948	24.04	2013949	120.14
2013950	50.77	2013952	40.00	2013953	34.32	2013954	47.23	2013955	
2013956		2013957	48.11	2013958	120.14	2013959	59.55	2013960	77.27
2013962		2013965	70.72	2013966	67.50	2013967	74.27	2013969	70.07
2013970	68.01	2013974	72.44	2013975	110.08	2013977	67.50	2013982	46.26
2013983	76.20	2013986	80.69	2013987		2013994	131.25	2013995	112.59

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2013996	150.76	2013997	218.24	2013998	124.35	2013999		2014000	135.04
2014001	73.45	2014002	177.70	2014003	242.40	2014004	279.80	2014005	76.66
2014007		2014013	70.93	2014014	70.93	2014015	102.58	2014016	73.08
2014018	102.09	2014019	107.68	2014020	0.00	2014021	70.98	2014022	111.21
2014023	69.20	2014024	141.75	2014025	42.57	2014026		2014027	86.12
2014028	80.07	2014029	3.00	2014030	221.16	2014032	135.90	2014033	110.02
2014034	100.45	2014035	78.39	2014036	114.86	2014037	114.86	2014038	0.35
2014041	57.18	2014043	101.13	2014044	119.47	2014045		2014046	
2014047	65.04	2014048	30.62	2014049	30.62	2014050	61.32	2014051	34.90
2014052	33.87	2014054	0.00	2014055	96.36	2014057	104.11	2014058	64.81
2014059	123.85	2014060	55.83	2014061	0.03	2014080	30.41	2014081	27.72
2014082	27.72	2014083	0.00	2014084	0.00	2014085	0.00	2014086	0.00
2014087	0.00	2014088	0.00	2014090	0.43	2014091	0.00	2014092	0.00
2014093		2014100	2.47	2014102	0.14	2014103	73.13	2014105	118.93
2014106	118.93	2014107	0.00	2014116	55.83	2014117	57.52	2014118	101.38
2014119	101.38	2014120	113.14	2014121	113.14	2014122	89.87	2014124	151.88
2014125	237.22	2014126	98.86	2014128	270.30	2014129	159.09	2014130	321.15
2014131	206.87	2014132	216.60	2014134	142.52	2014135	370.74	2014136	62.04
2014137	91.91	2014138	130.94	2014139	44.17	2014142	113.08	2014143	111.80
2014144	0.00	2014145	231.84	2014147	241.54	2014148	65.10	2014150	83.59
2014151	253.60	2014152	128.88	2014155	117.39	2014156	84.60	2014157	55.90
2014158	110.01	2014160	129.11	2014161	214.67	2014162	99.42	2014163	172.04
2014168	113.00	2014170	84.96	2014173	3.19	2014175	102.92	2014176	43.67
2014177	92.97	2014178	31.87	2014180	108.97	2014182	67.18	2014183	78.50
2014184	99.00	2014185	61.50	2014187	44.76	2014188	92.06	2014189	36.41

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2014190	46.26	2014191	88.00	2014192	37.00	2014193	131.11	2014194	106.09
2014196	12.09	2014197	56.02	2014198	48.84	2014199	50.32	2014200	
2014201	36.55	2014202	33.42	2014203		2014204	63.73	2014205	121.91
2014206	61.03	2014207	35.86	2014208		2014209	55.64	2014210	55.64
2014211	32.01	2014212	32.98	2014213	66.38	2014214	98.50	2014215	
2014216		2014218		2014219	93.03	2014220	33.31	2014222	91.70
2014226	110.31	2014227	68.10	2014228	68.10	2014229	0.00	2014230	35.06
2014234		2014235	63.33	2014237	135.68	2014238	100.56	2014239	27.41
2014240	37.73	2014241	121.32	2014242	72.97	2014243	84.47	2014244	0.00
2014245	81.70	2014255	68.87	2014256	100.00	2014257	23.40	2014258	35.22
2014259	296.33	2014261	39.72	2014262	38.55	2014263	51.36	2014264	0.64
2014265	0.00	2014266	16.75	2014267	12.00	2014268	12.00	2014270	14.69
2014271	36.26	2014274	0.00	2014275	26.72	2014276	37.31	2014278	82.37
2014279	240.20	2014280	223.11	2014281	278.26	2014282	280.00	2014283	343.43
2014286	91.61	2014287	55.90	2014288	0.00	2014289		2014290	118.15
2014291	96.02	2014292	220.28	2014293	125.83	2014294	150.52	2014296	78.30
2014297	115.67	2014298	119.93	2014299	124.97	2014300	108.11	2014303	48.43
2014305	48.18	2014309	30.41	2014311	7.39	2014316		2014318	41.87
2014326	48.43	2014330	99.36	2014333		2014334	94.39	2014335	49.28
2014336	133.68	2014337	108.97	2014338	104.90	2014341	130.34	2014343	129.25
2014346	99.77	2014347		2014348	122.34	2014351	111.55	2014352	114.57
2014353	100.53	2014355	32.65	2014359	217.04	2014365		2014366	
2014368		2014377		2014382	47.00	2014383	82.78	2014384	1.17
2014385	0.00	2014387		2014401		2014434		2014438	
2014452		2014453	108.92	2014454	34.68	2014456	58.16	2014457	

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2014458	241.07	2014460	196.63	2014461	9.54	2014466	0.08	2014473	
2014474		2014477	0.00	2014478	42.86	2014480		2014481	49.28
2014488	263.21	2014490	182.53	2014500	156.22	2014502	46.32	2014503	40.08
2014504	27.05	2014505	0.00	2014506	35.08	2014507	0.02	2014508	26.51
2014509	11.60	2014511	83.19	2014520	30.88	2014521	29.10	2014523	60.82
2014524	69.23	2014527	61.90	2014528	0.68	2014531	53.27	2014532	61.26
2705000	61.31	2705004	60.47	2705006	103.18	2705007	120.77	2705008	127.59
2705009		2705010	137.88	2705011	105.76	2705012	28.50	2705014	
2705015	134.14	2705016	144.10	2705017		2705018	259.75	2705019	
2705020		2705021		2705022	0.00	2705029		2705033	
2705039	120.07	2705042	140.40	2705044	70.76	2705045	113.73	2705047	85.63
2705048	148.84	2705049	61.57	2705050	83.53	2705052	69.35	2705053	61.31
2705054	0.00	2705055	85.63	2705056	148.84	2705057	63.43	2705058	83.53
2705059	69.35	2705060	113.73	2705061	127.83	2705063		2705065	236.48
2705066	211.00	2705067		2705068	72.26	2705069		2705070	71.14
2705073		2705074	146.87	2705075	127.58	2705076	71.01	2705077	103.69
2705078	268.30	2705079	140.40	2705080	136.32	2705082	116.34	2705083	
2705084	195.78	2705085		2705086	190.40	2705087	101.27	2705088	101.27
2705089	0.00	2705090	189.51	2705091	112.77	2705092	112.77	2705093	
2705094	163.48	2705095	130.10	2705096	130.10	2705097	111.79	2705098	111.79
2705099	64.21	2705100	98.62	2705101	127.58	2705102	100.66	2705103	202.29
2705104	118.63	2705105	100.66	2705106	194.89	2705107	92.87	2705108	118.63
2705109	92.87	2705110	1.78	2705111	105.79	2705112	0.04	2705113	105.79
2705114	295.98	2705115	242.40	2705116	145.11	2705117	145.11	2705118	61.22
2705120	129.89	2705122	171.33	2705124	196.68	2705126		2705127	

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2705128	99.44	2705129	193.08	2705130	39.58	2705131	47.18	2705132	167.99
2705133	186.94	2705134	150.25	2705135	218.08	2705136	123.81	2705137	94.60
2705138	234.63	2705139	100.88	2705140	100.88	2705141		2705143	156.95
2705147	101.57	2705148	101.57	2705149	0.05	2705150	0.00	2705151	124.88
2705152	243.66	2705153		2705154	115.86	2705155		2705156	137.88
2705157		2705158	83.39	2705159	83.39	2705160	145.04	2705161	112.36
2705162	112.36	2705163		2705164	174.64	2705166	103.27	2705167	25.06
2705168	140.11	2705169	109.76	2705170	109.76	2705172	283.75	2705173	140.11
2705174	321.26	2705176	56.80	2705177		2705178	94.87	2705179	
2705180	111.00	2705181	111.00	2705182	75.80	2705183		2705184	120.33
2705185	301.18	2705186		2705188	236.48	2705189		2705190	116.91
2705191		2705192	114.75	2705193	114.75	2705194	119.58	2705195	122.20
2705196	211.65	2705197	69.05	2705198	125.87	2705199	125.87	2705200	183.08
2705201	183.08	2705202	135.96	2705203	139.58	2705204	135.96	2705205	276.94
2705206	133.00	2705207	107.80	2705208	163.78	2705209	163.78	2705210	230.01
2705211		2705213	133.10	2705214		2705215	135.90	2705216	
2705217	156.95	2705218	150.77	2705221		2705222	167.21	2705223	92.20
2705224	375.43	2705225	62.46	2705227	254.09	2705228	264.44	2705229	269.19
2705230	357.72	2705231	80.57	2705232	90.94	2705233	203.96	2705234	378.80
2705235	396.67	2705238	483.63	2705239	101.82	2705240	43.96	2705241	0.00
2705243	1.19	2705244	374.44	2705245	251.10	2705246		2705247	212.67
2705248	0.00	2705249	617.26	2705250	307.84	2705251	162.09	2705252	78.38
2705253	470.07	2705256	212.25	2705257	443.94	2705258	231.71	2705259	138.80
2705282	201.89	2705283	238.45	2705284	197.05	2705285		2705287	177.70
2705288		2705289	213.65	2705290	659.78	2705291	112.13	2705292	113.22

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2705293	85.96	2705297	217.14	2705299	233.49	2705300	254.60	2705301	217.13
2705306	140.02	2705307	218.56	2705308	49.03	2705309	147.03	2705310	
2705311	208.46	2705312	170.13	2705313	214.88	2705317	0.00	2705318	0.00
2705319	89.54	2705320		2705321	325.74	2705322		2705327	37.80
2705328	0.00	2705329	336.66	2705330	12.74	2705332	267.89	2705333	
2705334	310.66	2705335		2705336	142.81	2705337	147.59	2705338	
2705339		2705340	106.82	2705341		2705342	0.00	2705343	131.60
2705344	57.65	2705345		2705346		2705347		2705348	177.40
2705349		2705350	110.60	2705351	147.06	2705352		2705353	90.19
2705354	87.53	2705355	108.51	2705356	0.00	2705357	249.54	2705359	33.82
2705360	18.33	2705361	5.42	2705362	62.87	2705363		2705364	142.50
2705365	104.39	2705366	270.92	2705367	25.44	2705368	256.51	2705369	161.81
2705370	108.51	2705371	0.00	2705372		2705373	35.30	2705374	426.12
2705375		2705376		2705377	0.00	2705378	310.07	2705379	94.60
2705380	0.00	2705381		2705382	87.64	2705383	85.10	2705384	
2705385	103.71	2705386	131.67	2705389		2705390		2705391	
2705392	56.80	2705393	127.59	2705394	0.00	2705395	316.75	2705396	133.10
2705397		2705398	2.73	2705399	2.73	2705400	124.88	2705402	105.80
2705403		2705405		2705406	94.24	2705407	94.24	2705408	
2705409	132.26	2705410	144.37	2705411		2705413	156.50	2705414	177.03
2705415	120.39	2705416	105.41	2705417	105.41	2705418	161.28	2705420	0.00
2705421		2705422	0.00	2705423		2705424		2705425	
2705426	234.54	2705427	117.71	2705429		2705430	88.09	2705431	91.82
2705432	105.05	2705433	105.05	2705434		2705435		2705436	239.60
2705437		2705438	0.00	2705440	326.76	2705441	188.60	2705442	116.91

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2705443	83.44	2705444	120.46	2705445	6.01	2705446		2705447	172.02
2705448		2705449	67.19	2705450		2705451	126.52	2705452	126.52
2705453	121.08	2705458	150.15	2705459	139.18	2705460	76.73	2705461	
2705462	93.56	2705463	107.19	2705464	107.19	2705465	116.76	2705466	
2705467	139.58	2705468	107.80	2705469	133.00	2705470	135.91	2705471	213.09
2705472	125.68	2705473	164.05	2705474	239.82	2705475	126.04	2705476	122.68
2705478	130.34	2705480	168.06	2705481	145.04	2705482	132.65	2705483	
2705484		2705485	118.83	2705486	121.51	2705487	85.60	2705488	87.91
2705489	78.34	2705490	146.71	2705491	191.23	2705492	69.17	2705493	
2705494	584.80	2705495	104.62	2705496	91.40	2705497	125.53	2705498	232.31
2705499	3.33	2705500	96.18	2705501	120.41	2705502	68.86	2705503	140.13
2705504	104.78	2705505	125.53	2705506	125.53	2705507	113.82	2705508	123.88
2705509	104.14	2705513	105.82	2705515		2705516	128.25	2705517	194.32
2705519		2705520	209.84	2705522	89.54	2705523		2705525	
2705526	82.38	2705527	82.38	2705528	86.55	2705529	86.55	2705530	77.11
2705531	118.52	2705532		2705533	216.80	2705534	96.03	2705536	59.78
2705537	133.34	2705539	106.36	2705540	93.56	2705541		2705542	88.09
2705543	253.97	2705544		2705545	240.72	2705546		2705547	98.93
2705548	10.35	2705558	87.53	2705559	134.14	2705565	118.79	2705566	189.03
2705567	175.65	2705568	95.73	2705569	100.75	2705570	116.91	2705571	132.26
2705572	233.25	2705573	112.45	2705574	172.63	2705575	120.15	2705577	
2705578	63.16	2705579	96.03	2705584		2705589		2705590	
2705591		2705593		2705594		2705644		2705645	240.80
2705647		2705648		2705649		2705651	87.68	2705659	75.55
2705660		2705668		2705669	83.44	2705670	0.00	2705672	110.52

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2705681	296.05	2705709	142.38	2705711	135.90	2705712	67.43	2705713	
2705714	2.82	2705715		2705716	105.80	2705717	120.07	2705718	
2705719	100.22	2705728		2705733	11.44	2705734	0.00	2705735	
2705741	98.59	2705743	49.79	2705744	62.83	2705745	219.46	2705747	101.96
2705754	103.27	2705755	135.91	2705756	79.67	2705761	227.39	2705788	106.36
2705790		2705797	86.73	2705798		2705799	103.69	2705800	
2705805	120.77	2705830		2705846		2705848	0.53	2705850	
2705853		2705873	150.77	2705906		2705907	213.92	2705908	88.59
2705932	0.00	2706008	94.87	2706009	0.41	2706014	48.94	2706015	
2706016	131.67	2706017	103.71	2706025	86.20	2706026		2706031	
2706042	61.57	2706043		2706044		2706045		2706046	
2706071		2706079		2706114	104.47	2706115		2706116	248.33
2706118	91.82	2706127	160.10	2706128	120.46	2706133	39.00	2706134	75.80
2706135	102.06	2706136	75.55	2706141	81.94	2706142	121.08	2706143	115.46
2706144	103.79	2706145	142.81	2706146	113.61	2706147	116.34	2706148	
2706150	158.98	2706151	103.79	2706152	115.36	2706154	118.83	2706155	125.46
2706156	125.46	2706157	99.51	2706159	251.89	2706160	267.08	2706164	121.51
2706165	120.15	2706166	140.13	2706167	104.78	2706168	68.86	2706169	120.41
2706170	89.54	2706171	85.60	2706172	87.91	2706173	78.34	2706175	274.22
2706177	132.26	2706178	144.37	2706179	161.28	2706184	104.62	2706185	134.88
2706186	112.45	2706187	91.40	2706188	118.64	2706189	59.78	2706190	125.53
2706191	138.52	2706192	215.76	2706193	199.07	2706194	221.89	2706195	0.00
2706196		2706197	79.49	2706198	79.49	2706199	68.16	2706200	68.16
2706201	57.57	2706202	57.57	2706203	76.34	2706204	76.34	2706206	
2706207	43.85	2706208	232.63	2706209		2706212	138.64	2706213	99.44

WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>	WDID	<u>acft 2018</u>
2706214	184.93	2706216	129.85	2706217	110.52	2706218	177.40	2706222	67.19
2706223	92.20	2706224	248.37	2706225	96.18	2706226	3.33	2706227	123.88
2706228	146.87	2706229	113.82	2706232	118.52	2706233	104.14	2706234	77.11
2706235	308.33	2706236	336.67	2706237	70.57	2706239	140.02	2706240	116.91
2706241	118.79	2706244	131.60	2706246	12.26	2706247		2706248	110.60
2706249	119.24	2706250	147.06	2706251	106.82	2706253	0.00	2706255	164.86
2706256	333.18	2706257	3.38	2706258	134.18	2706259	47.18	2706260	88.46
2706261	321.41	2706262	287.48	2706263	102.06	2706264	87.64	2706265	191.70
2706266	120.39	2706267	330.30	2706268	177.03	2706269	117.71	2706270	185.13
2706271	86.73	2706272	211.86	2706273	85.10	2706276	100.22	2706277	101.96
2706279	221.77	2706280	149.60	2706281	62.83	2706282	156.50	2706284	0.04
2706285	132.65	2706286	76.73	2706287	131.49	2706288	213.92	2706289	116.76
2706290	71.01	2706296	139.18	2706297	150.15	2706298	79.67	2706322	239.11
2706323		2706324	88.46	2706325	118.64	2706331	71.45	2706332	128.25
2706339	124.41								

3436 Total Number of Wells

Notes:

5 wells were contracted into Subdistrict No. 1 in 2019, but 2 of the 5 wells were on the previous ARP Well List.

(New Wells: 2008189, 2008191, 2008192).

2 additional wells meeting the definition of Subdistrict Wells were identified and added to the Subdistrict Well List in 2019 (2014527, 2706339).

No wells from 2018 Subdistrict Well List were removed from the List in 2019

APPENDIX B

Augmentation Wells and Map

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

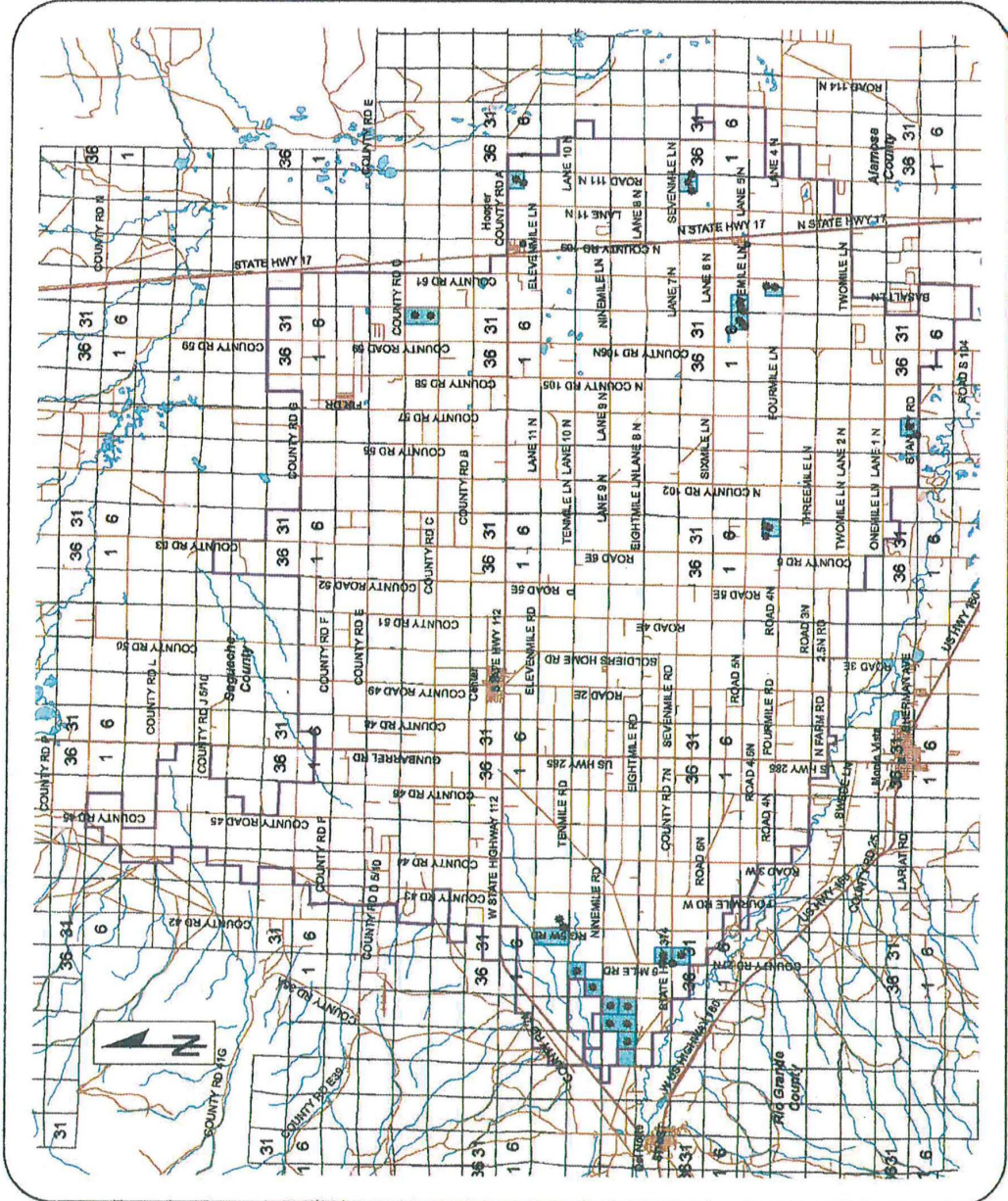
SPECIAL SUBDISTRICT NO. 1

Wells Associated with
Augmentation & Other Plans

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



Prepared 1/15/2013



Description of Court Approved Augmentation Plans

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

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

The decree in Case No. 81CW69 specifically finds that the applicants sought to change their method of irrigation whereby the water diverted by the San Luis Valley Irrigation District and attributable to the applicants' land that was historically directly applied by flood irrigation, may be first used to recharge the unconfined aquifer and then withdrawn by a well for the irrigation by center pivot sprinkler of crops in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 19, T41N, R10E, N.M.P.M. The decree authorized the applicants to construct two wells, Beard Irrigation Wells No. 2 and 3, into the unconfined aquifer to withdraw the water recharged for the irrigation of the described lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 99CW25, Application of James Bradley

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 89CW45, Application of Monte Vista PCA

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

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

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

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

Case No. 96CW5, Application of George Kirkpatrick

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

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

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

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

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

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

11.0 HYDRAULIC DIVIDE

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

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

Appendix C

RIO GRANDE COMPACT
March 29, 2019 Analysis (DWR Forecast)
Closed Basin Project Split: 50/50

RIO GRANDE BASIN

DWR 3-18-2019 Forecast of
 April - September Index
 Flows = 704,000

		<u>Index Supply</u>	
		January	8,000 *
		February	8,000 *
J-M & O-D volume	96,000	March	20,000 estimate
		April - September	704,000 forecast
		October	32,000 estimate
		November - December	28,000 estimate
		Total	800,000 123%
Obligation =	257,000		

		<u>Deliveries</u>	
		January	7,400 *
		February	9,400 *
		March	20,000 estimate
<u>Delivery Obligation</u>		April - October	182,900 needed
Req Deliv	<u>182,900</u>	Nov - Dec native	28,000 estimate
Total Index	736,000		
	24.9%	Total	247,700

Adjustments	Net Carryover Credit in E.B.	3,000 estimate
to the	Paper Credit	5,000
Delivery	SC Norton Drain Flow	(2,000) estimate
	Remaining CBP Share	3,300 estimate

Delivery Credit 257,000

Expected Dec. 31, 2019 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 50% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)
- Assumes no recharge diversions after November 1, 2019
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 4, 2019 Analysis (NRCS 50% exceedence)
Closed Basin Project Split: 50/50

CONEJOS RIVER BASIN

NRCS 4-4-2019 Forecast of

April - September Index

Flows = 371,000

Conejos = 250,000

Los Pinos = 98,000

San Ant. = 23,000

J-M & O-D volume 29,000

Obligation = 188,000

Index Supply

January	2,600	*
February	2,600	*
March	4,600	*
April - September	371,000	forecast
October	10,500	estimate
November - December	8,700	estimate
Total	400,000	

Deliveries

Delivery Obligation

Required Delivery 156,200 40.9%
Native Index 381,500

January	2,300	*
February	2,500	*
March	6,100	estimate
April - October	156,200	needed
Nov - Dec native	9,500	estimate
Total	176,600	

Adjustments
to the
Delivery

Net Carryover Credit in E.B.	(600)	estimate
Paper Credit	5,000	
SC Norton Drain Flow	2,000	estimate
Remaining CBP Share	3,000	estimate
Subdistrict #3 Water	2,000	

Delivery Credit 188,000

Expected Dec. 31, 2019 Compact Delivery Status 0

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

- All values in acre-feet

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

(Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)

USDA NRCS National Water & Climate Center
 * - DATA CURRENT AS OF: April 03, 2019 04:43:46 PM
 - Based on April 01, 2019 forecast values

Northwestern Rio Grande in Colorado

min 30-yr Forecast Point (KAF) avg	period	50% (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)
Rio Grande at Thirty Mile Bridge (2) 121 113	APR-JUL	160	142	205	177	144
	APR-SEP	180	140	235	200	159
132 129						
Rio Grande at wagon wheel Gap (2) 345 340	APR-SEP	475	140	625	535	420
SF Rio Grande at South Fork (2) 129 127	APR-SEP	165	130	205	181	150
Rio Grande nr Del Norte (2) 535 515	APR-SEP	720	140	930	800	645
Saguache Ck nr Saguache (2) 40 32	APR-SEP	59	184	82	68	51
Alamosa Ck ab Terrace Reservoir 68 68	APR-SEP	90	132	114	99	81
La Jara Ck nr Capulin 7.1 8.9	MAR-JUL	11.4	128	16.7	13.4	9.5
	APR-JUL	10.8	132	16.1	12.8	8.9
6.5 8.2						
Platoro Reservoir Inflow (2) 58 56	APR-JUL	72	129	88	78	66
	APR-SEP	80	129	99	87	72
62 62						
Conejos R nr Mogote (2) 194 194	APR-SEP	250	129	315	280	230
San Antonio R at Ortiz 16.7 15.6	APR-SEP	23	147	30	26	20
Los Pinos R nr Ortiz 77 73	APR-SEP	98	134	122	108	90
Rio Grande nr Lobatos Obs 215 200	APR-JUL	315	158	435	360	270

Northeastern Rio Grande in Colorado

min 30-yr Forecast Point (KAF) avg	period	50% (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)
Ute Ck nr Fort Garland 10.5 12.8	APR-SEP	16.5	129	24	19.4	13.9
Sangre de Cristo Ck (2) 11.0 16.3	APR-SEP	20	123	33	25	16.3
Trinchera Ck ab Turners Ranch 11.3 12.6	APR-SEP	15.0	119	19.2	16.6	13.4
Culebra Ck at San Luis (2) 16.8 23	APR-SEP	27	117	39	32	23
Costilla Reservoir Inflow (2) 9.1 11.1	MAR-JUL	14.5	131	21	17.0	12.1
	APR-JUL	14.5	141	21	17.0	12.1

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9.1	10.3	Costilla Ck nr Costilla (2)	MAR-JUL	36	138	55	44	30
22	26		APR-JUL	35	146	54	43	29
21	24							

Middle Sangre Mtns in New Mexico

min	30-yr		period	50%	% of	max	30%	70%
Forecast	Forecast			(KAF)	avg	(KAF)	(KAF)	(KAF)
(KAF)	avg							
31	34	Red R bl Fish Hatchery nr Questa	MAR-JUL	45	132	60	51	39
			APR-JUL	43	139	58	49	37
29	31	Rio Hondo nr Valdez	MAR-JUL	25	136	32	27	22
17.8	18.4		APR-JUL	24	138	31	26	21
17.0	17.4	Rio Lucero nr Arroyo Seco	MAR-JUL	13.7	126	18.8	15.6	11.9
9.4	10.9		APR-JUL	13.3	129	18.4	15.2	11.5
9.0	10.3	Rio Pueblo de Taos nr Taos	MAR-JUL	24	141	34	28	21
16.3	17.0		APR-JUL	23	145	33	27	20
15.4	15.9	Rio Pueblo de Taos bl Los Cordovas	MAR-JUL	44	122	69	54	36
25	36		APR-JUL	43	130	68	53	35
24	33	Embudo Ck at Dixon	MAR-JUL	63	131	98	76	51
36	48		APR-JUL	58	132	93	71	46
31	44	Santa Cruz R at Cundiyo	MAR-JUL	23	126	32	26	19.1
14.6	18.3		APR-JUL	19.1	114	29	23	15.6
11.1	16.7	Nambe Falls Reservoir Inflow (2)	MAR-JUL	7.4	114	10.7	8.7	6.3
4.9	6.5		APR-JUL	6.5	107	9.8	7.8	5.4
4.0	6.1	Tesuque Ck ab diversions	MAR-JUL	1.50	112	2.5	1.87	1.16
0.76	1.34		APR-JUL	1.33	112	2.3	1.70	0.99
0.59	1.19	Santa Fe R nr Santa Fe (2)	MAR-JUL	5.0	116	7.1	5.8	4.3
3.4	4.3		APR-JUL	3.8	100	5.9	4.6	3.1
2.2	3.8							

El Vado, Jemez

min	30-yr		period	50%	% of	max	30%	70%
Forecast	Forecast			(KAF)	avg	(KAF)	(KAF)	(KAF)
(KAF)	avg							

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Location	min	30-yr Forecast Point (KAF)	50% period (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)	
El Vado Reservoir Inflow (2)	245	225	MAR-JUL	320	142	410	355	290
	220	205	APR-JUL	295	144	385	330	265
Jemez R nr Jemez	42	42	MAR-JUL	55	131	70	61	50
	30	35	APR-JUL	43	123	58	49	38
Jemez R bl Jemez Canyon Dam	32	34	MAR-JUL	47	138	64	53	40
	21	29	APR-JUL	36	124	53	42	29

Mainstem Routings

Location	min	30-yr Forecast Point (KAF)	50% period (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)	
Rio Grande at Otowi Bridge (2)	755	720	MAR-JUL	1020	142	1330	1140	910
	670	635	APR-JUL	940	148	1250	1060	825
Rio Grande at San Marcial (2)	550	510	MAR-JUL	765	150	980	850	675
	490	440	APR-JUL	705	160	920	790	615

Pecos

Location	min	30-yr Forecast Point (KAF)	50% period (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)	
Pecos R nr Pecos	38	57	MAR-JUL	64	112	98	77	53
	34	53	APR-JUL	60	113	94	73	49
Pecos R nr Anton Chico	40	63	MAR-JUL	78	124	134	99	61
	25	57	APR-JUL	63	111	119	84	46
Gallinas Ck nr Montezuma	7.0	9.8	MAR-JUL	13.5	138	22	16.9	10.5
	4.5	8.6	APR-JUL	11.0	128	20	14.4	8.0
Pecos R ab Santa Rosa Lk	28	56	MAR-JUL	61	109	110	79	46
	22	52	APR-JUL	55	106	104	73	40

Ruidoso and Mimbres

Location	min	30-yr Forecast Point (KAF)	50% period (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)

		20190401FMT_rg_final					
Rio Ruidoso at Hollywood		MAR-JUN	3.7	55	5.6	4.4	3.2
2.7	6.7	APR-JUN	1.29	26	3.2	1.96	0.76
0.23	5.0	APR-MAY	1.00	92	2.3	1.46	0.65
Mimbres R at Mimbres (3)							
0.30	1.09						

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

Averages are for the 1981-2010 period.

All volumes are in thousands of acre-feet.

footnotes:

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

Appendix D

Projected Recharge Credits

To prepare a projection of credits, a review of historical river flow records and corresponding annual recharge credit quantities was conducted to find similar river flow conditions that permit estimates of recharge credit that will be available during 2019. The review indicated that canal/ditch diversions varied in relation to river flows, but the relationships were also influenced by the timing and amplitude of the peak snow melt flows, temperatures and precipitation during the irrigation season and where the water right priorities of the canals/ditches fell within the river flow.

<u>Canal/Ditch</u>	<u>Decree</u>
Rio Grande Canal	Case No. W-3979
San Luis Valley Irrigation District	Case No. W-3980
Prairie Ditch	Case No. 96CW45
San Luis Valley Canal	Case No. 96CW46

To provide a reasonable method for predicting probable recharge credit quantities for 2019, trend lines were developed for each canal/ditch by plotting historical annual river flows and corresponding recharge credits. As a general pattern, it has been observed that river peak flows in the spring occur earlier in recent years, particularly since the severe drought in 2002. Therefore, to reflect recent river flow trends that are likely to continue into 2019, the period 2002 through 2019 is used. The mathematical process used to develop the trend lines is a statistical method called regression analysis. Regression trend lines were developed for each of the four canals/ditches and resulting equations describing the trend lines. The best fit trend line equation for all canals except the San Luis Valley Canal was a power equation. For San Luis Valley Canal, a linear equation was the best fit.

The projected recharge credit for each canal is adjusted through the following steps resulting in total consumable credit:

Information used in calculating total consumable credit for each canal/ditch was prepared using the entire irrigated service areas of each canal/ditch. The totals were reduced based on the best estimated percentages of total pro rata ditch shares located within the Subdistrict # 1 boundary provided by each ditch company. The following percentages were used:

Rio Grande Canal = 91.68%	Prairie Ditch = 99.20%
San Luis Valley Irrigation District = 100%	San Luis Valley Canal = 78.82%

The recharge decree credits available to any of the above ditches will necessarily vary from year to year due to changes to such things as diversion amount, new or expiring Surface Water Inclusion Agreements, and changes in irrigation application type or source.

Using the Total Consumable water derived from each of the canals/ditches in accordance with the procedure described in the Court's ruling in Case Numbers 06CV64 & 07CW52, and reducing those totals using the above information and the approved estimated consumption for sprinkler (83%) and flood irrigation (60%), Table 2.2 shows the resulting projected total individual canal/ditch consumable credits and the total for all of the systems.

PROJECTED 2019 STREAM DEPLETIONS

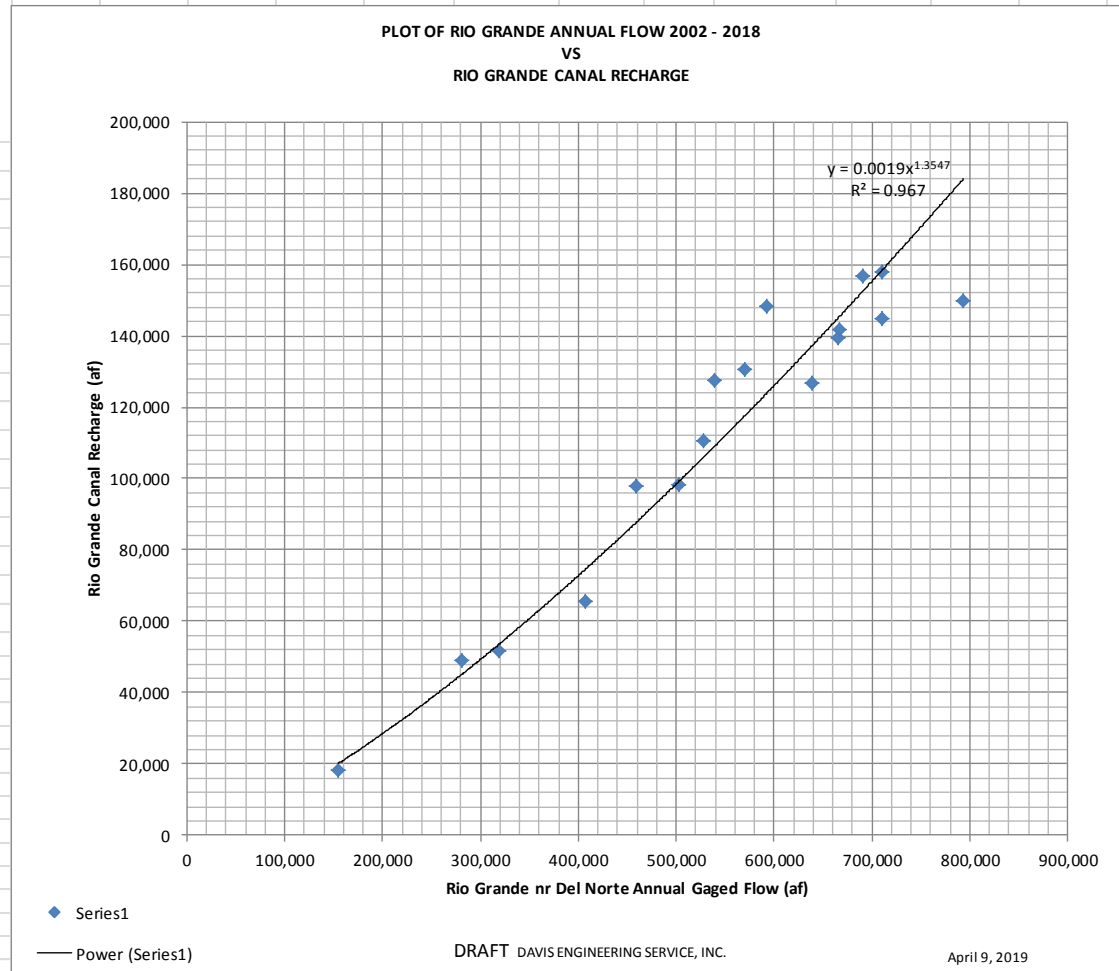
As anticipated by the Division 3 Water Court, since the Court entered the Decree, the RGDSS Groundwater Model Peer Review Team (RGDSS Model PRT) has continued to enhance the RGDSS Groundwater Model (RGDSS Model). RGDSS Phase 6P98 provides a higher level of confidence in the predictions of depletions caused by Subdistrict Well groundwater pumping, in time, location and amount, than the previous version that was used to develop the Response Function approved by the Water Division 3 Court. Subdistrict # 1, in consultation with the RGDSS Model PRT, determined that the improved predictive ability of RGDSS Model Phase 6P98 warranted the development of an improved Response Function. The 6P98 Response Function was generated by the same technique the Division 3 Water Court approved for previous Response Functions. The RGDSS Model PRT and the Subdistrict #1 engineering consultant approved the development, use and results of this calibrated Response Function.

The first step in calculating depletions using the Response Function spreadsheet is updating Table 2.4 to derive the annual Net Groundwater Consumptive Use. For reference, actual values are entered for years 2011 - 2018. Projected values are utilized for 2019. Notes at the bottom of the table provide a description of the calculations within this table. Values in columns 5 through 9 of Table 2.4 for year 2019 are obtained from Table 2.2. Following determination of the net groundwater consumption data for 2019, the data was applied to the Response Function spreadsheet contained in Table 2.5 to calculate projected stream depletions for the 2019 Plan Year and into the future.

APPENDIX D

Projected Recharge Credits

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



y = Rio Grande Canal Recharge

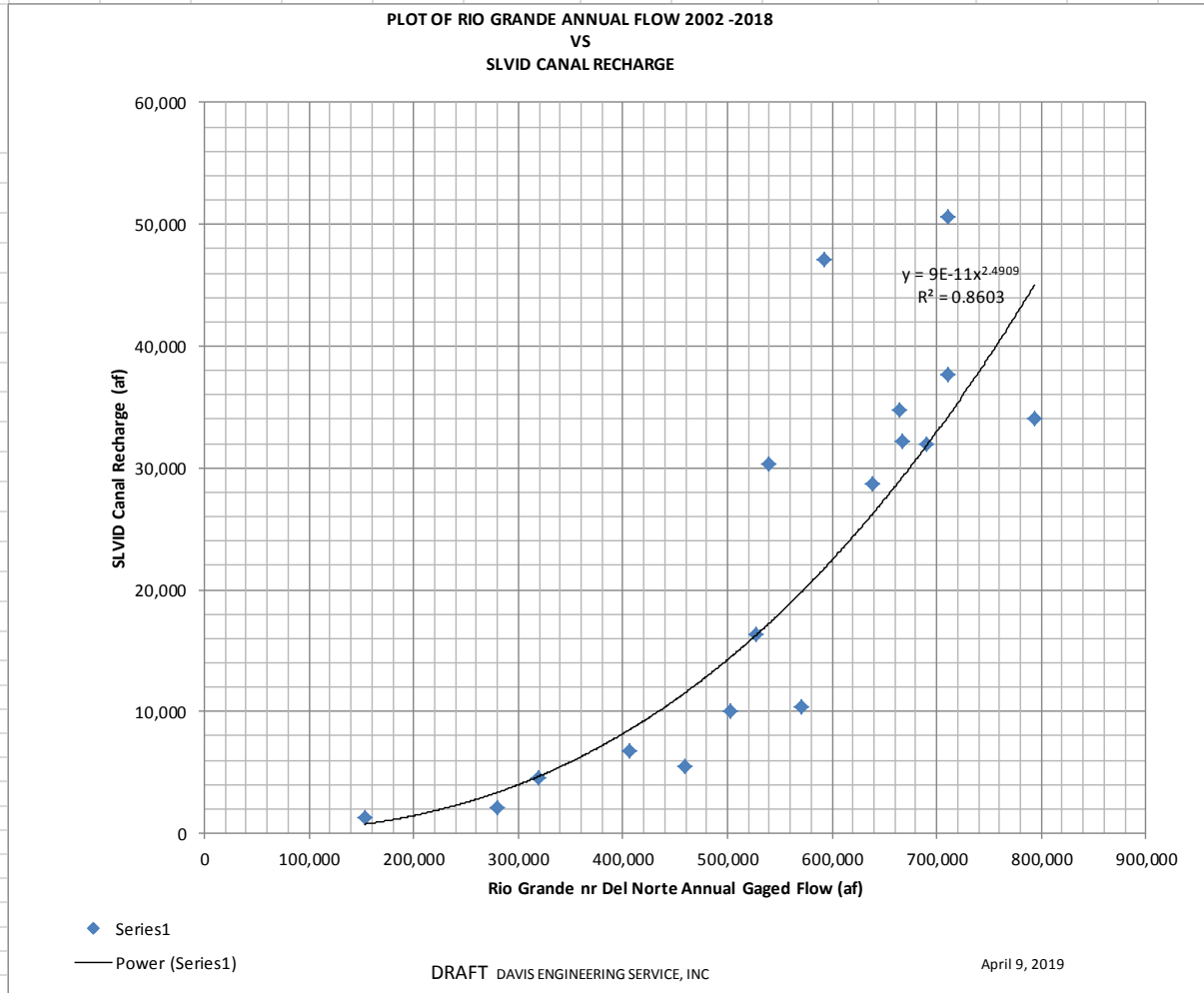
x = Rio Grande nr Del Norte Flow

x = 2019 Forecast Rio Grande Flow = 800,000 af

y = 0.0019(800,000)^{1.3547} = 188,655.56 af

*This value was used to predict recharge for 2019 rather than best fit trend line equation

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



y = SLVID Canal Recharge

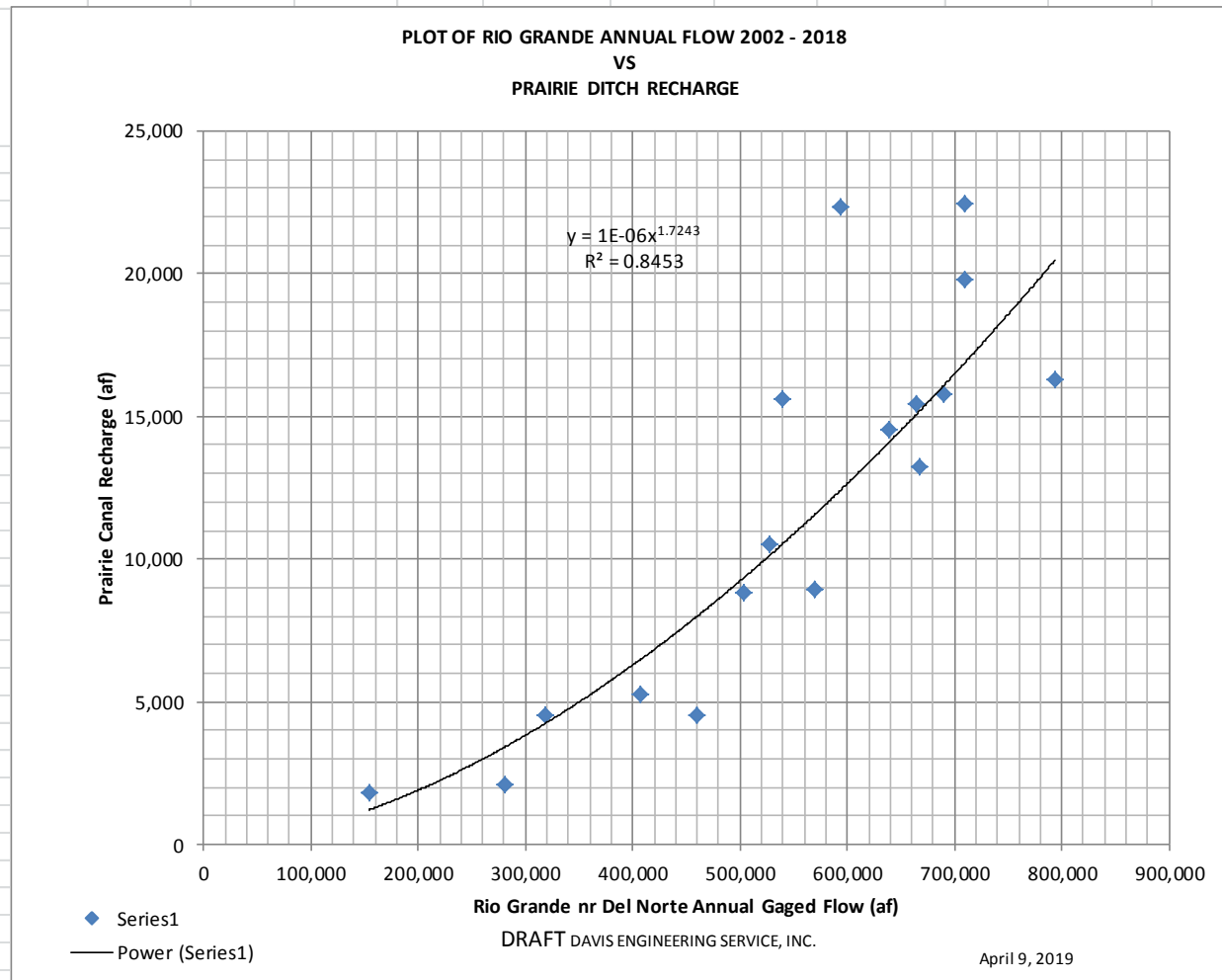
x = Rio Grande nr Del Norte Flow

x = 2019 Forecast Rio Grande Flow = 800,000 af

$$y = 9E-11(800,000)^{2.4909} = 45,524.94 \text{ af}$$

*This value was used to predict recharge for 2019 rather than best fit trend line equation

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



y = Prairie Ditch Recharge

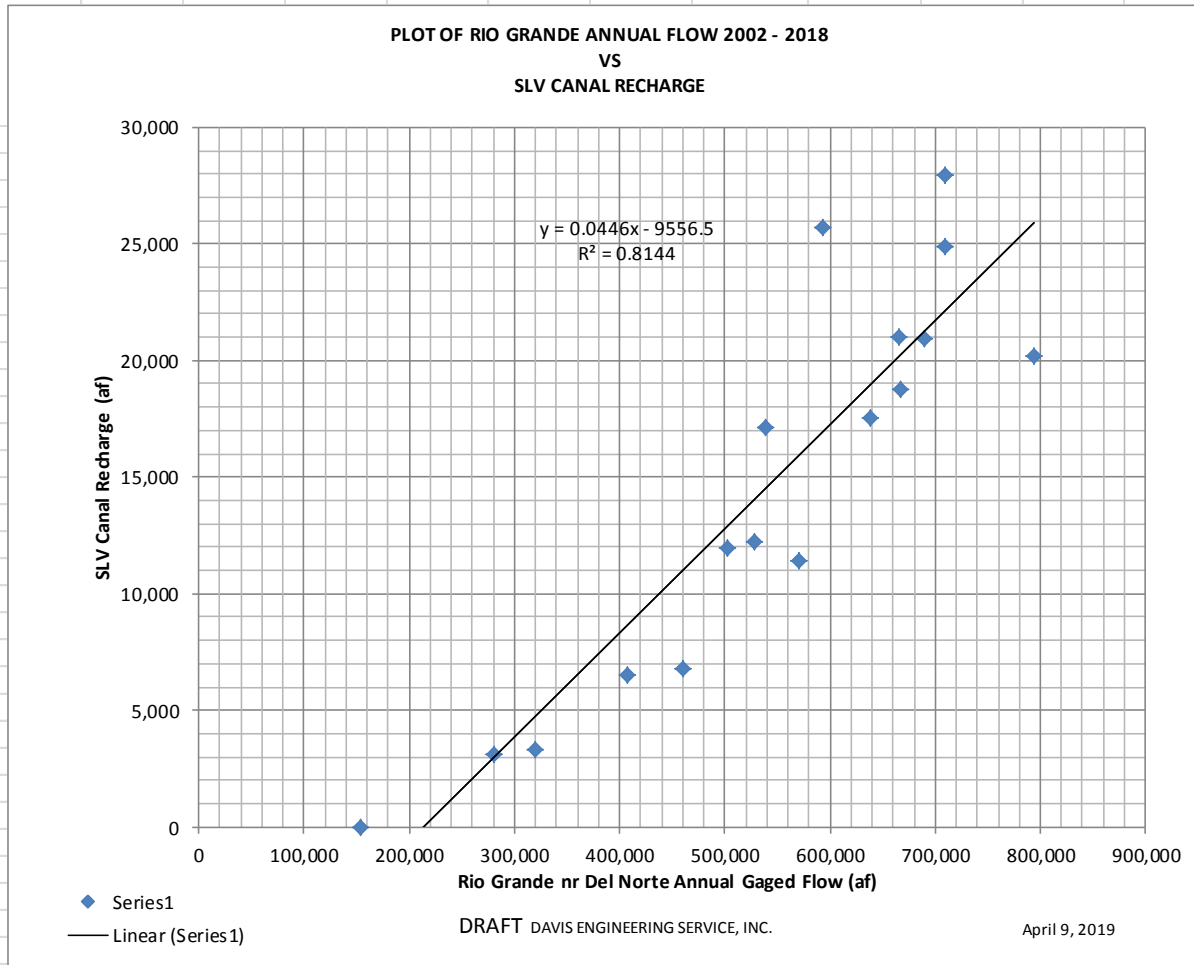
x = Rio Grande nr Del Norte Flow

x = 2019 Forecast Rio Grande Flow = 800,000 af

$$y = 1E-06(800,000)^{1.7243} = 15,090.31 \text{ af}$$

*This value was used to predict recharge for 2019 rather than best fit trend line equation

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



y = SLV Canal Recharge x = 2019 Forecast Rio Grande Flow = 800,000 af
x = Rio Grande nr Del Norte Flow y = 0.0446 (800,000) - 9556.5 = 26,123.50 af

*This value was used to predict recharge for 2019 rather than best fit trend line equation

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares Allocated to Fields on Subdistrict No. 1 2018 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	338	shares
2000556	BUTLER IRR D	5.8	cfs priority
2000627	EXCELSIOR D	2	shares
2000631	FARMERS UNION CNL	60700.8	acres
2000699	KANE CALLAN D	24	cfs priority
2000736	MCDONALD D	7.4	shares
2000798	PRAIRIE D	6.999	shares
2000798	PRAIRIE D	3	D&L
2000798	PRAIRIE D	244.8	McD
2000812	RIO GRANDE CNL	918.4	shares
2000812	RIO GRANDE CNL	6493.7	SM
2000812	RIO GRANDE CNL	4655.8	in SpW
2000814	RIO GRANDE D 2	3	cfs priority
2000829	SAN LUIS VALLEY CNL	10848	shares
2700518	GREEN D NO 1	16.34	cfs priority
2700523	JOHNNIE SMITH D NO 1	20	cfs priority
2700523	JOHNNIE SMITH D NO 1	21.35	cfs
2700533	MCLEOD D NO 3	0.65	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F

Documentation of Water Purchases

LEASE AGREEMENT

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

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

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., and approved by the District Court of Alamosa County in Case No. 2006CV64, for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks 250 acre-feet of fully consumable water and temporary use of storage space in Beaver Park Reservoir in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CWS2 on May 27, 2010.
- C. CPW is a division of the Colorado Department of Natural Resources organized and existing under and pursuant to Articles 1, 9 and 10 of Title 33, C.R.S.
- D. CPW owns the absolute transmountain water rights decreed to the Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement (collectively the "Tabor Ditch No. 2 Water Rights"), which originate in Water Division No. 4 and are used in Water Division No. 3. The Tabor Ditch No. 2 Water Rights were originally decreed on March 30, 1960 in Case No. CA6981 in the District Court for Montrose County. Such water rights were subsequently changed through a decree entered on December 29, 1979 in Case No. 3549 in the District Court for Hinsdale County.
- E. CPW also owns Beaver Park Reservoir, which is an on-channel reservoir located in Sections 27, 28, 33 and 34 of T39N, R3E and Section 3 of T38N, R3E N.M.P.M. in Rio Grande County, Colorado, with a decreed storage capacity of 4,758 acre feet. Beaver Park Reservoir currently has a storage restriction imposed by the State Engineer that limits its maximum capacity to approximately 2,564 acre-feet, at a gage height of 62.3 feet.
- F. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation from Subdistrict No. 1, CPW is willing to provide Subdistrict No. 1 with the right to use 50 acre feet of storage space in Beaver Park Reservoir and 250

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- iii. Temporary Suspension of the Right to Store. CPW may temporarily suspend Subdistrict No. 1's use of the Leased Storage Space if the storage capacity in Beaver Park Reservoir is limited, by physical storage limitations or application of state law, rule, or administrative or judicial order, to any amount less than the storage capacity lawfully available on the Effective Date of this Lease Agreement. Under such circumstances, CPW may suspend Subdistrict No. 1's use of the Leased Storage Space, in whole or in part, until such limitation is removed. Suspension of Subdistrict No. 1's right to store shall not constitute a default or breach by CPW.
 - iv. Termination of Right to Store. If CPW is unable to store or release Subdistrict No. 1's water rights from Beaver Park Reservoir by reason of act of God or other force beyond its control, State law, rule or order, or any other cause or causes beyond CPW's reasonable control, then this Lease Agreement shall terminate and be of no further force or effect. Such termination shall not constitute a default or breach by CPW.
 - v. Water Rights. Subdistrict No. 1 is solely responsible for assuring that all water rights held in the Leased Storage Space may be legally diverted and stored in Beaver Park Reservoir.
- B. Beaver Park Reservoir Storage Operations.**
- i. General Reservoir Administration. CPW shall be solely responsible for the operation, maintenance, and repair of Beaver Park Reservoir, including the storage and release of Subdistrict No. 1's water from Beaver Park Reservoir. CPW shall store and release Subdistrict No. 1's water as requested by Subdistrict No. 1 provided that Subdistrict No. 1 notifies CPW of such request 12 hours in advance. Notwithstanding any other provision of this Lease Agreement, CPW retains the right to operate the reservoir, and to store, release, or spill water therefrom at such times and in such manner as CPW, in its sole discretion, deems necessary for proper reservoir management, including but not limited to, all releases necessary for maintenance, repair, dam safety and compliance with administrative or judicial orders.
 - ii. Assessment of Evaporative Losses. Subdistrict No. 1 shall bear ratably any evaporation losses assessed by the State or Division Engineers in proportion to the total volume of water it stores in Beaver Park Reservoir.
 - iii. Assessment of Transit Losses. When Subdistrict No. 1 requests releases of water from storage, Subdistrict No. 1 shall take delivery of its water immediately downstream of the end of the outlet works of Beaver Park Reservoir, and shall be responsible for all transportation losses assessed against that water in its delivery to other locations of storage or use.
 - iv. Remaining Diversion, Storage and Outlet Capacity. CPW shall have the right to use the entire unrestricted storage capacity of Beaver Park Reservoir, except for the Leased

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

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

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

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

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

CPW:

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

SUBDISTRICT NO. 1:

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

8. General Provisions.

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

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

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

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

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

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

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

By: Patt Dorsey
Patt Dorsey, Regional Manager

Date: 16 May 13

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

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 5/13/13

LEASE AGREEMENT
FOR USE OF PIEDRA WATER

This Lease Agreement for Use of Piedra Water ("Lease Agreement") is entered into this ²⁶ day of ~~May~~ ^{June} 2014 (hereinafter "Effective Date"), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("CPW") and the Water Activity Enterprise of Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") (collectively, the "Parties").

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

- k. **Litigation Reporting:** Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, the Party who is in receipt of the served pleading will notify the other Party of such action and deliver copies of such pleadings to the other Party, as set forth in paragraph 6 of this Lease Agreement.
- l. **Modification:**
 - i. **By the Parties:** Except as specifically provided in the Lease Agreement, modifications hereof will not be effective unless agreed to by the Parties in a written amendment hereto.
 - ii. **By Operation of Law:** This Lease Agreement is subject to such modifications as may be required by changes in Federal law or Colorado State law, or their implementing regulations. Any such required modification will be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.
- m. **Order of Precedence:** The provisions of this Lease Agreement will govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:
 - i. The provisions of the main body of this Lease Agreement
 - ii. Exhibits
- n. **Prior Agreements:** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the lease of CPW's Piedra Water to Subdistrict No. 1.
- o. **Third Party Enforcement:** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement gives or allows any claim, right, or cause of action whatsoever by any other person not included in this Lease Agreement. Any person or entity, other than the Parties, receiving services or benefits under this Lease Agreement will be deemed an incidental beneficiary only.
- p. **Waiver:** A waiver of a breach of any provision of this Lease Agreement does not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or another remedy for a breach of this Lease Agreement, or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the

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

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

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

By: 

Chad Bishop, Assistant Director Wildlife and Natural Resources

Date: 5/27/2014

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

By: 

Steve Vandiver, General Manager

Date: 6/10/14

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

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

RECITALS

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

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

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

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

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

PURCHASE-OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

1. Purchase and Option Agreement.

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

1.5. Purchase Price.

- 1.5.1. The purchase price for the 1,000 a.f. of water being optioned under this Agreement is \$50,000.00.
- 1.5.2. The RGWCD shall receive credit for its option payment of \$3,500 at the time of purchase.
- 1.5.3. The RGWCD must pay the full Purchase Price within ten business days of its exercise of the Option.

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

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

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

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

2. Seller's Obligations and Representations.

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

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

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

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

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

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

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

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

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

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

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

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

Seller:


Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
George Whitten

_____ Date

Title: _____
President

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

Seller:

Navajo Development Co., Inc.

Date

ACCEPTED:

Rio Grande Water Conservation District

By: _____

George Whitten

Date

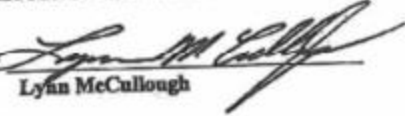
8-3-11

Title: _____

President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

Seller:

John A. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten
George Whitten

Date 8/29/12

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
~~Lynn McCullough~~ Brian Brownell

Date 8/29/12

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

for the Stored Water pursuant to this Agreement, Seller will deliver a total of 100 a.f. of water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

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

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

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

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

5. **Remedies.** In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain any payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. **Miscellaneous Provisions.**
 - 6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for

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

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

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

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

Seller:

John N. Pacheco
Navajo Development Co., Inc.

July 1, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

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

7/22/13
Date

Acknowledgement:

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

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

7/23/13
Date

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

2. Seller's Obligations and Representations.

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

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

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

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

To RGWCD: Steve Vandiver

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

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

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

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

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

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

Seller:

John H. Pacheco
Navajo Development Co., Inc.

July 1, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

Title: President
President

7/22/13
Date

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

Title: President
President

7/23/13
Date

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

To Seller:

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

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

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

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

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

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

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

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

Seller:

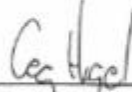


Navajo Development Co., Inc.

Date 12/19/14

ACCEPTED:

Rio Grande Water Conservation District

By: 

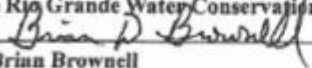
Greg Higel
Title: President

President

Date 12/22/14

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

Date 12/23/14

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

- 1.5. Water Subject to the Agreement. The water subject to this Agreement is 453.5 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.
- 1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.
2. Seller's Obligations and Representations.
 - 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
 - 2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water.
 - 2.3. Notice to Reservoir Owner. Upon RGWCD's payment as specified in paragraph 1.4, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.
3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

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

To RGWCD: Steve Vandiver
 District Manager
 Rio Grande Water Conservation District
 10900 E US Highway 160

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parkhurst
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel

Date 2/2/16

Title: President
President

Acknowledgement:

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

By: Brian J. Brownell
Brian Brownell

Date 2/3/16

Title: President
President



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

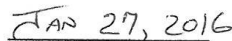
Agreement to Purchase Transmountain Diversion Water

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

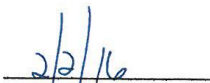
This agreement provides that this 10 acre-feet of stored water, owned by B & R, LLC, is available for sale and once this agreement is signed and proper payment made to B & R, LLC, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water for Subdistrict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

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


Kent V. Rominger, B & R, LLC


Date


Greg Higel, RGWCD President


Date

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013

Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013

Date


George Whitten, RGWCD President

June 28, 2013
Date



Rio Grande Water Conservation District

10600 Highway 160 East • Alamosa, Colorado 81101
Phone: (719) 589-6301 • Fax: (719) 589-4331
Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

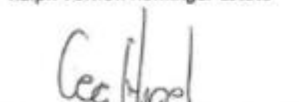
This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water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

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


Personal Representative for the
Ralph Vernon Rominger Estate

26 NOVEMBER, 2014

Date


Greg Higel, RGWCD President

12/1/14
Date

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

Invoice

DATE	INVOICE #
2/19/2013	S2013-05

BILL TO

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

TERMS

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

Total \$24,582.50

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

Invoice

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

BILL TO

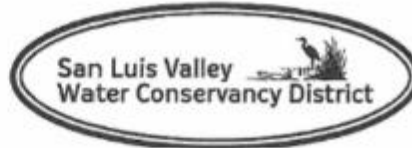
RG Water Conservation District
 10600 E U.S. Hwy. 160
 Alamosa, CO 81101

TERMS

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

Total \$26,742.50

623 Fourth Street
Alamosa, CO 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: slwcdco1@qwestoffice.net



BILL OF SALE


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

The Water Sold consists of:

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

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

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

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



BILL OF SALE

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

The Water Sold consists of:

	<u>Acre-Feet</u>
• Transmountain Water - Not through a Change Case (Weaver Water)	182.00
• Transmountain Water – Augmentation Water - Decree 84CW16	159.00
• Transmountain Water – Augmentation Water - Decree 94CW62	<u>159.00</u>
	<u>TOTAL 500.00</u>
	<u>X 250.00</u>
	125,000

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

SELLER: Signed: *Michael M. Greeman* Dated: April 9, 2015

BUYER: Signed: *Sam E. Vandim* Dated: 4-10, 2015
for RGWCD

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

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

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. General Provisions.

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

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

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

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


P. **Time is of the essence.**

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

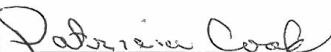
R. **The recitals provided herein are incorporated and made a part of this Lease Agreement.**

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: March 18, 2015

By: 

Date: March 18, 2015

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: 3-18-15

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. **General Provisions.**

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

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

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

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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: 3-19-14

By: 

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/19/14

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

Patricia Good
6550 E St
Bellevue, CO 81132
719-657-2544

RGWCD:

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

5. **General Provisions.**

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

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

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

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

Lessors: PATTY COOK AND EVELYN UNDERWOOD

By: Patricia Cook aka Patty Cook

Date: 4-8-12

By: [Signature]

Date: 4/10/12 [Signature]

this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

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

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

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

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

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

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

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

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

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

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013	1595			
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RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2042	30	3	2014
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2789	10	3	2015
RG Canal	2818	10	3	2015
RG Canal	2909	10	3	2014
RG Canal	3023	10	3	2015
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014

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

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

**Total Three Year Leases in
2013**

845.8

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

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

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

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

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

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

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014**

975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

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

Total Five Year Leases in 2015 975

Total Shares Leased in 2015 3100.8

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

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

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

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

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

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

Total Shares Leased in 2016 1645

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

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

**Total Three Year Leases in
2017**

545

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

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

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

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

APPENDIX H

2019 YEAR PLAN FORBEARANCE AGREEMENTS

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Canal Water Users’ Association (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2019 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2019 through April 30, 2020.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 2000 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Rio Grande Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Rio Grande Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

28
176
178
188
197
198
202
203

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

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 2000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Rio Grande Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 250.00 per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Rio Grande Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$ 250.00 per acre-foot for each acre-foot of injurious stream depletions to the Rio Grande Canal.

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

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

injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2019 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

2/27/19
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

3-5-19
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise (“RGWCD”), and the Centennial Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”) for the benefit of Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”), Special Improvement District No. 2 of the Rio Grande Water Conservation District (“Subdistrict No. 2”) and Special Improvement District No. 3 of the Rio Grande Water Conservation District (“Subdistrict No. 3”) (collectively “the Subdistricts” or individually as “Subdistrict”).

RECITALS

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

B. The Subdistricts are responsible for implementation of their respective Plans of Water Management (“Plans” or in the singular “Plan”). This is done through individually approved Annual Replacement Plans (“ARP”).

C. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Centennial Ditch Company is reduced by the stream depletions caused by wells that are included in each ARP. Without this Forbearance Agreement, the Subdistricts would remedy injurious stream depletions by making replacement water available for diversion by the water rights decreed to the Centennial Ditch Company.

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

E. The RGWCD, for and on behalf of the Subdistricts, desire to enter into this Forbearance Agreement as part of each Subdistrict’s individual 2019 Annual Replacement Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, RGWCD and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30, 2020.

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 for Stream Reach 1 and 2 to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Centennial Ditch Company 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 Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Centennial Ditch Company from the Rio Grande is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Centennial Ditch Company is the last priority served and injurious depletions are not remedied by a Subdistrict by providing replacement water, 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 Centennial Ditch Company would have been able to divert under its then 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 Rio Grande contained in each Subdistrict’s 2019 ARP, as approved by the State and Division Engineers. The actual volume of injurious depletions

to water rights decreed to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
32	47.4 cfs
173	35.0 cfs

2.5. 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.

3. **Payment.** The RGWCD will pay the Company \$ 65.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that were not required to be made available for diversion at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, each Subdistrict will recalculate the monthly injurious stream depletions in accordance with the requirements of their Plans and ARPs. Each Subdistrict will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and, through the RGWCD, 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, above. The Company will have fifteen-days after the receipt of the calculations to notify the RGWCD of any errors therein.

3.2. The payment required by paragraph 3.0, will be due within 30 days of the date that the RGWCD provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2020.

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

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

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Rio Grande Water Conservation District:

c/o 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 Company'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, Company's remedies shall be to retain all payments made by the RGWCD prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by that Subdistrict, and to require that 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 Rio Grande Water Conservation District to one another with respect to this Agreement.

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

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

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and the Rio Grande Water Conservation 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.

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 RGWCD such consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company 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.

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

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

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

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


The Centennial Ditch Company

By: 
President

3-5-19
Date

ACCEPTED:

Rio Grande Water Conservation District, Water Activity Enterprise

By: 
Cleave Simpson, General Manager

3-8-19
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise (“RGWCD”), and the Commonwealth Irrigation Company (“Company”), a mutual ditch company (collectively “the Parties”) for the benefit of Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”), Special Improvement District No. 2 of the Rio Grande Water Conservation District (“Subdistrict No. 2”) and Special Improvement District No. 3 of the Rio Grande Water Conservation District (“Subdistrict No. 3”) (collectively “the Subdistricts” or individually as “Subdistrict”).

RECITALS

A. The Company owns and operates the Commonwealth Irrigation Company and the water rights decreed thereto. The Commonwealth Irrigation Company diverts water from the Rio Grande in the NW¹/₄ of Section 33, T39N, R8E, N.M.P.M., and has decreed priorities totaling 505.90 c.f.s. from the Rio Grande

B. The Subdistricts are responsible for implementation of their respective Plans of Water Management (“Plans” or in the singular “Plan”). This is done through individually approved Annual Replacement Plans (“ARP”).

C. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Commonwealth Irrigation Company is reduced by the stream depletions caused by wells that are included in each ARP. Without this Forbearance Agreement, the Subdistricts would remedy injurious stream depletions by making replacement water available for diversion by the water rights decreed to the Commonwealth Irrigation Company.

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

E. The RGWCD, for and on behalf of the Subdistricts, desire to enter into this Forbearance Agreement as part of each Subdistrict’s individual 2019 Annual Replacement Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, RGWCD and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30, 2020.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will agree to forbear from requiring each Subdistrict to replace up to 500 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Empire Canal. Each Subdistrict may choose to remedy injurious stream depletions under this agreement or by providing water, in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Commonwealth Irrigation Company is the last priority served and injurious depletions are not remedied by a Subdistrict by providing replacement water, 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 Commonwealth Irrigation Company would have been able to divert under its then 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 Rio Grande contained in each Subdistrict’s 2019 ARP, as approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Commonwealth Irrigation Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
236A	312.30
310A	6.00
335A	2.30
361A	92.00
361B	93.32

2.5. 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. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under the Subdistrict's 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.

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

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, each Subdistrict will recalculate the monthly injurious stream depletions in accordance with the requirements of their Plans and ARPs. Each Subdistrict will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Commonwealth Irrigation Company from the Rio Grande had been replaced during the term of this Agreement, and, through the RGWCD, 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, above. The Company will have fifteen-days after the receipt of the calculations to notify the RGWCD of any errors therein.

3.2. The payment required by paragraph 3.0, will be due within 30 days of the date that the RGWCD provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2020.

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

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
3414 County Road 104
Alamosa, CO 81101

To Rio Grande Water Conservation District:

c/o 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 Company'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, Company's remedies shall be to retain all payments made by the RGWCD prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by that Subdistrict, and to require that 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 Rio Grande Water Conservation District to one another with respect to this Agreement.

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

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

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and the Rio Grande Water Conservation 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.

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 RGWCD such consent shall not be unreasonably withheld. The RGWCD may not assign its rights

hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company 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.

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

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

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

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

The Commonwealth Irrigation Company

By: Lawrence Crouch 3-8-19
President Date

ACCEPTED:

Rio Grande Water Conservation District, Water Activity Enterprise

By: Cleave Simpson 3-8-19
Cleave Simpson, General Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Farmers Union Canal ("District"), an irrigation district (collectively "the Parties").

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2019 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30th, 2020.

2. **Forbearance by the District.**

2.1. During the term of this Agreement the District will forbear from requiring Subdistrict No. 1 to replace up to 1,000 acre-feet of injurious stream depletions to the water rights of the District that are diverted from the Rio Grande at the headgate of the Farmers Union Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the District will be calculated each day that a water right decreed to the Farmers Union Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water. and both the District and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Farmers Union Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
314	138.80
3281 3531	0.25 0.95
1903-17-B 1903-22-F 1903-24-F	5.45 105.41 280.47
1903-30-I 1903-34-G	159.65 110.18

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 4000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3. above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

4. **No Subordination or Waiver of Right to Call.** The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-50(4) (b) (I) (B), during the term of this Agreement the District will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2019 Annual Replacement Plan.

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

To District:

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

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

San Luis Valley Irrigation District

By:  _____
Superintendent

2-13-19
Date

ACCEPTED:

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

By:  _____
Marisa Fricke, Program Manager

3-5-19
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Excelsior Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Excelsior Ditch and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE¼ NW¼ of Section 6, T38N, R9E, N.M.P.M., and has decreed priorities totaling 89.7c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2019 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30th, 2020.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 1,000 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Excelsior Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Excelsior Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Excelsior Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2019 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced

injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2020.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Sub-district No. 1 to make water available for diversion at the headgate of the Excelsior Ditch to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande listed in Section 2.4 of this Agreement that would otherwise have to be replaced by Subdistrict No. 1 under its 2019 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the

default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto

and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

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

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

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

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

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

The Excelsior Ditch Company

By: Roy Oliver
Roy Oliver, President

3-21-19
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

3-22-19
Date

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30th, 2020.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Rio Grande Lariat Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Lariat Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Lariat Ditch (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Rio Grande Lariat Ditch and the water rights decreed thereto. The Rio Grande Lariat Ditch diverts water from the Rio Grande in the NE¼ SW¼ of Section 22, T39N, R7E, N.M.P.M., and has decreed priorities totaling 106.78c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2019 Annual Replacement Plan necessary for implementation of the Amended Plan.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 500 acre-feet, Sub-district No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 35⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Rio Grande Lariat Ditch

from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2019 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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


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

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

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

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

The Rio Grande Lariat Ditch

By: 
President

2/18/2019
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

3-5-19
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2019, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the San Luis Valley Canal Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2019 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2019 through April 30th, 2020.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 200 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2019 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2019 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the San Luis Valley Canal to off-set the first 400.0 acre-feet of injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2019 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:
c/o Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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


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

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

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

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


The San Luis Valley Canal Company

By: 
President

2-20-2019
Date

ACCEPTED:

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

By: 
Marisa Fricke, Program Manager

3-5-19
Date

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



April 1, 2019

Heather R. Dutton - Manager

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

Dear Mr. Simpson,

In recent years, the allocation of a portion of the Rio Grande's share of usable Closed Basin Project water to Subdistrict #1 has been approved by the Rio Grande Water Users Association and the San Luis Valley Water Conservancy District (District).

The District's Board of Directors voted at their March 28, 2019 Board Meeting to approve an allocation of up to 1,600 acre-feet of the Rio Grande's share of Project water to Subdistricts #1, #2, and #3 to replace stream depletions. The amounts for each Subdistrict are as follows: 500 acre-feet for Subdistrict #1, 800 acre-feet for Subdistrict #2, and 300 acre-feet for Subdistrict #3.

Please contact me with any questions regarding the District's position on this matter.

Sincerely,

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

Heather Dutton

cc: Rio Grande Water Users Association
Division of Water Resources

The Rio Grande Water Users Association

147 Washington St.

Monte Vista CO. 81144

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

April 5, 2019

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

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

Dear Marisa:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users intend to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2019 through April 20, 2020. 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 50% of the Project's usable yield in 2019 and 2020.

At its meeting on April 5, 2019, the Board of Directors of the Water Users also reviewed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District 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 year's operations, the Water Users' Board voted to specifically allocate up to 1,600 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 2019-2020 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 October 31 through March 31. 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 its use during the irrigation season be minimized.

This allocation to the Subdistricts covers parts of two calendar years. The amount of the 1,600 acre-feet that is used for replacement by December 31, 2019, will come from the Rio Grande's 2019 share of the Project's usable yield. The remainder can be used for replacements through April 30, 2020, the end of the Subdistricts 2019-2020 Annual Replacement Plan Year. The amount used by April 30, 2020, will come from the Rio Grande's share of Project production in 2020.

Marisa Fricke, Program Manager
March 19, 2018
Page 2

The Board of the Water Users has made 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
Cleave Simpson

Appendix J

Unconfined Aquifer Change in Storage Volumes

Figure 6.1 is a map showing the study area. Assigning an area of influence and multiplying that area times the monthly change in groundwater level times a specific yield value of 0.2 derives the change in storage calculated for each well. This calculated change in groundwater storage volume is then added to volumes obtained for each well within the study. The total change from all wells is the total change in unconfined aquifer storage for the study area for a given month. The areas for each of the wells in the study are determined by constructing a polygon around each well in accordance with the Thiessen mean method. The area of the polygon was calculated and assigned to the respective well.

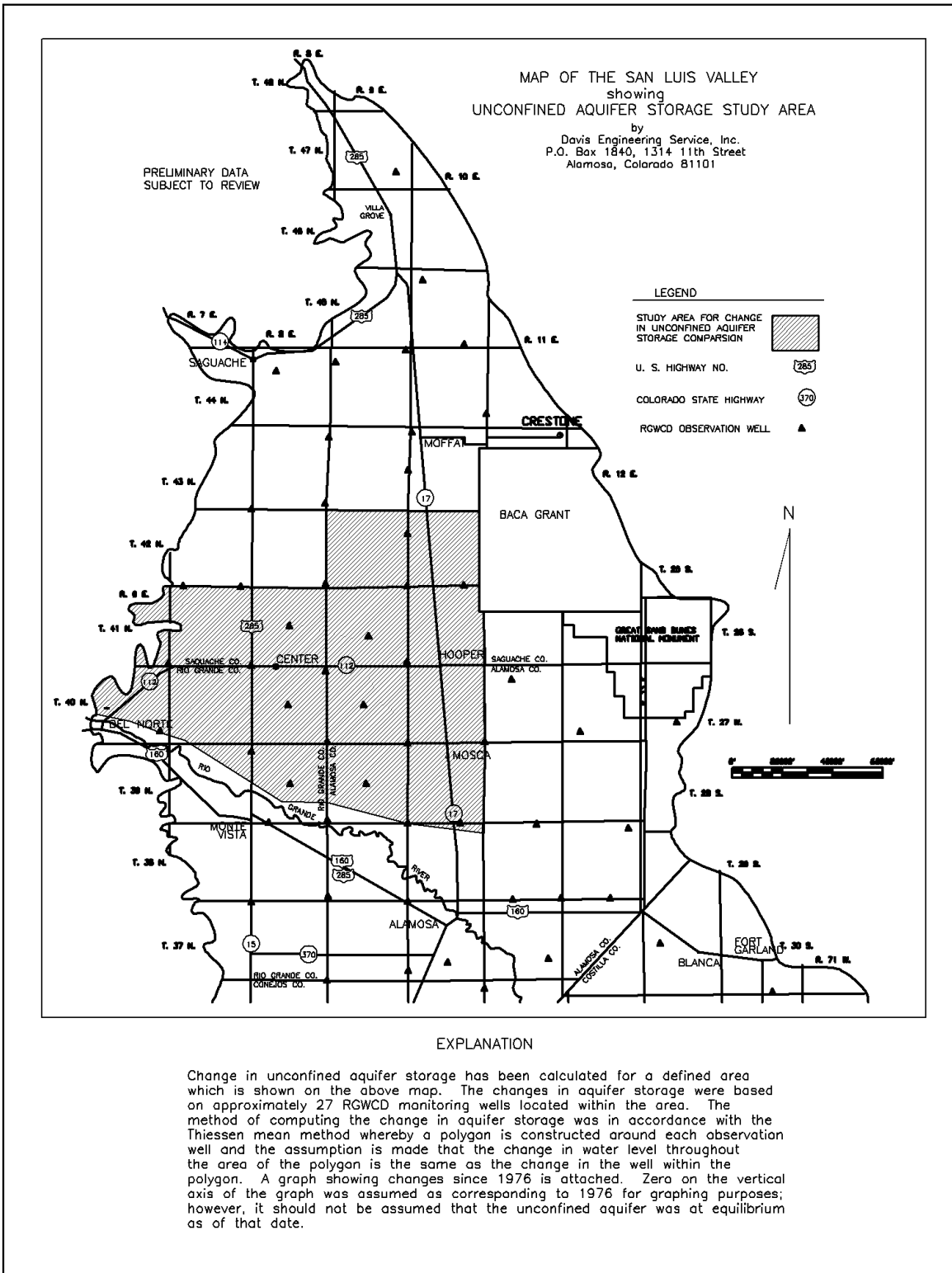
The study period begins in January 1976 at which time an adequate number of RGWCD monitoring wells were available to conduct a study that provided a reasonable representation of unconfined aquifer storage change.

The success of the program to achieve the objective is measured by a Study of the Change in Unconfined Aquifer Storage updated monthly by Davis Engineering Service, Inc. personnel. The study utilizes measured groundwater levels from RGWCD monitoring wells located throughout the study area which is approximately the same area included within Subdistrict #1. Wells are occasionally dry, inaccessible, damaged or have been removed so the number of wells measured on a monthly basis varies. A map showing the study area for the Change in Unconfined Aquifer Storage – West Central San Luis Valley and a tabulation of the data is included in Appendix J.

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

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

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



Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average	5 yr. Running
				Annual	Average
	Monthly	Accumulated		Accumulated	Accumulated
	Change in	Change in		Change in	Change in
	Storage	Storage		Storage	Storage
Date	(acre-feet)	(acre-feet)	Date	(acre-feet)	(acre-feet)
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.39133	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.8218	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
04/01/78	-2323.652	-304507.526			
05/01/78	-21920.32	-326427.846			
06/01/78	-9347.856	-335775.702			
07/01/78	-52068.002	-387843.704			
08/01/78	-29730.556	-417574.26			
09/01/78	-69355.032	-486929.292			
10/01/78	70963.206	-415966.086			

11/01/78	-32996.292	-448962.378			
12/01/78	-6739.94	-455702.318	12/1/1978	-369556.851	
01/01/79	35070.348	-420631.97			
02/01/79	-37063.722	-457695.692			
03/01/79	10822.172	-446873.52			
04/01/79	-43430.268	-490303.788			
05/01/79	18146.524	-472157.264			
06/01/79	174935.972	-297221.292			
07/01/79	43871.13	-253350.162			
08/01/79	-83674.482	-337024.644			
09/01/79	-17664.49	-354689.134			
10/01/79	34505.808	-320183.326			
11/01/79	96283.002	-223900.324			
12/01/79	37433.586	-186466.738	12/1/1979	-355041.488	
01/01/80	-575.412	-187042.15			
02/01/80	223.534	-186818.616			
03/01/80	-2898.886	-189717.502			
04/01/80	500.468	-189217.034			
05/01/80	5219.844	-183997.19			
06/01/80	24746.942	-159250.248			
07/01/80	41387.2912	-117862.9568			
08/01/80	-57314.9712	-175177.928			
09/01/80	-41247.856	-216425.784			
10/01/80	10814.362	-205611.422			
11/01/80	22176.9	-183434.522			
12/01/80	-9707.036	-193141.558	12/1/1980	-182308.076	-190000.5691
01/01/81	-2551.75	-195693.308			
02/01/81	-12852.3636	-208545.6716			
03/01/81	-14131.3414	-222677.013			
04/01/81	-16957.0412	-239634.0542			
05/01/81	-41321.2528	-280955.307			
06/01/81	-10075.1948	-291030.5018			
07/01/81	-70986.6462	-362017.148			
08/01/81	-93244.0742	-455261.2222			
09/01/81	42034.1898	-413227.0324			
10/01/81	21399.2794	-391827.753			
11/01/81	29714.8742	-362112.8788			
12/01/81	9381.9758	-352730.903	12/1/1981	-314642.733	-263742.5939
01/01/82	11596.5528	-341134.3502			
02/01/82	-6270.5826	-347404.9328			
03/01/82	-18782.3754	-366187.3082			
04/01/82	-7223.7122	-373411.0204			
05/01/82	-12098.576	-385509.5964			
06/01/82	-6693.1658	-392202.7622			
07/01/82	-11260.6382	-403463.4004			
08/01/82	-56503.756	-459967.1564			
09/01/82	29193.3214	-430773.835			
10/01/82	85571.507	-345202.328			

11/01/82	54127.7694	-291074.5586			
12/01/82	13473.4728	-277601.0858	12/1/1982	-367827.695	-317875.3685
01/01/83	11189.4914	-266411.5944			
02/01/83	152789.8994	-113621.695			
03/01/83	-159364.2458	-272985.9408			
04/01/83	-1815.2226	-274801.1634			
05/01/83	-29561.487	-304362.6504			
06/01/83	70115.379	-234247.2714			
07/01/83	64151.3692	-170095.9022			
08/01/83	-36400.3188	-206496.221			
09/01/83	21234.1914	-185262.0296			
10/01/83	0	-185262.0296			
11/01/83	-4453.1698	-189715.1994			
12/01/83	36601.4186	-153113.7808	12/1/1983	-213031.29	-286570.2562
01/01/84	-5369.9696	-158483.7504			
02/01/84	-369.951	-158853.7014			
03/01/84	-12302.0086	-171155.71			
04/01/84	-2611.7136	-173767.4236			
05/01/84	-11031.7238	-184799.1474			
06/01/84	49105.5172	-135693.6302			
07/01/84	42206.6224	-93487.0078			
08/01/84	-27414.5048	-120901.5126			
09/01/84	-9755.0126	-130656.5252			
10/01/84	29418.7476	-101237.7776			
11/01/84	36818.786	-64418.9916			
12/01/84	-7175.6882	-71594.6798	12/1/1984	-130420.821	-241646.1229
01/01/85	-10624.8872	-82219.567			
02/01/85	-9851.8862	-92071.4532			
03/01/85	-2437.3676	-94508.8208			
04/01/85	280.3466	-94228.4742			
05/01/85	-11029.5056	-105257.9798			
06/01/85	12321.721	-92936.2588			
07/01/85	119359.7488	26423.49			
08/01/85	17447.3884	43870.8784			
09/01/85	-43171.1248	699.7536			
10/01/85	40156.7842	40856.5378			
11/01/85	27226.9452	68083.483			
12/01/85	-4950.523	63132.96	12/1/1985	-26512.9543	-210487.0986
01/01/86	-15153.6006	47979.3594			
02/01/86	-11942.747	36036.6124			
03/01/86	-2051.9134	33984.699			
04/01/86	-2624.1968	31360.5022			
05/01/86	-7548.0792	23812.423			
06/01/86	66779.638	90592.061			
07/01/86	52570.07	143162.131			
08/01/86	23341.4238	166503.5548			
09/01/86	-33322.804	133180.7508			
10/01/86	8405.2792	141586.03			

11/01/86	27434.1912	169020.2212			
12/01/86	-7089.3554	161930.8658	12/1/1986	98262.43422	-127906.0652
01/01/87	-27121.0626	134809.8032			
02/01/87	-10165.2164	124644.5868			
03/01/87	-5223.8476	119420.7392			
04/01/87	-98.3976	119322.3416			
05/01/87	9934.6574	129256.999			
06/01/87	-5171.0554	124085.9436			
07/01/87	36811.5546	160897.4982			
08/01/87	-44875.6178	116021.8804			
09/01/87	2340.9648	118362.8452			
10/01/87	3234.668	121597.5132			
11/01/87	13937.8514	135535.3646			
12/01/87	-17861.8646	117673.5	12/1/1987	126802.4179	-28980.04268
01/01/88	-9444.3734	108229.1266			
02/01/88	811.9922	109041.1188			
03/01/88	-18020.8332	91020.2856			
04/01/88	14247.6012	105267.8868			
05/01/88	8912.6214	114180.5082			
06/01/88	-41190.7994	72989.7088			
07/01/88	-42296.4168	30693.292			
08/01/88	-75904.7774	-45211.4854			
09/01/88	-17545.5566	-62757.042			
10/01/88	74913.5368	12156.4948			
11/01/88	1595.7166	13752.2114			
12/01/88	12663.2976	26415.509	12/1/1988	47981.46788	23222.50886
01/01/89	-38987.194	-12571.685			
02/01/89	-1264.3662	-13836.0512			
03/01/89	-6286.0334	-20122.0846			
04/01/89	33810.413	13688.3284			
05/01/89	-61568.7938	-47880.4654			
06/01/89	24345.9854	-23534.48			
07/01/89	-80374.3064	-103908.7864			
08/01/89	-37634.819	-141543.6054			
09/01/89	-33471.0904	-175014.6958			
10/01/89	-9469.8628	-184484.5586			
11/01/89	7617.3684	-176867.1902			
12/01/89	6750.7176	-170116.4726	12/1/1989	-88015.9789	31703.47737
01/01/90	-4769.87	-174886.35			
02/01/90	-11080	-185966.35			
03/01/90	-5701.32	-191667.67			
04/01/90	-4746.08	-196413.75			
05/01/90	14838.86	-181574.89			
06/01/90	53480.26	-128094.63			
07/01/90	-44236.24	-172330.87			
08/01/90	-49242.37	-221573.24			
09/01/90	-33657.47	-255230.71			
10/01/90	22679.83	-232550.88			

11/01/90	62469.44	-170081.44			
12/01/90	8670.56	-161410.88	12/1/1990	-189315.138	-856.9594433
01/01/91	-7187	-168597.88			
02/01/91	-16638.12	-185236			
03/01/91	-5712.6	-190948.6			
04/01/91	-9456.04	-200404.64			
05/01/91	-20260.63	-220665.27			
06/01/91	97178.29	-123486.98			
07/01/91	20452.27	-103034.71			
08/01/91	-50677.53	-153712.24			
09/01/91	-14390.24	-168102.48			
10/01/91	21195.55	-146906.93			
11/01/91	12608.01	-134298.92			
12/01/91	8065.05	-126233.87	12/1/1991	-160135.71	-52536.58829
01/01/92	-18958.18	-145192.05			
02/01/92	-6871.78	-152063.83			
03/01/92	-7334.49	-159398.32			
04/01/92	27358.73	-132039.59			
05/01/92	49172.2	-82867.39			
06/01/92	30517.09	-52350.3			
07/01/92	-61377.25	-113727.55			
08/01/92	-29466.45	-143194			
09/01/92	19766.04	-123427.96			
10/01/92	10003.51	-113424.45			
11/01/92	9475.81	-103948.64			
12/01/92	9751.99	-94196.65	12/1/1992	-117985.894	-101494.2507
01/01/93	-19574.34	-113770.99			
02/01/93	-21069.36	-134840.35			
03/01/93	-4958.11	-139798.46			
04/01/93	-6761.91	-146560.37			
05/01/93	28342.13	-118218.24			
06/01/93	83820.2	-34398.04			
07/01/93	-42143.1	-76541.14			
08/01/93	-7948.79	-84489.93			
09/01/93	28649.96	-55839.97			
10/01/93	4621.62	-51218.35			
11/01/93	-786.61	-52004.96			
12/01/93	-5395.89	-57400.85	12/1/1993	-88756.8042	-128841.9051
01/01/94	-16280.11	-73680.96			
02/01/94	-9245.65	-82926.61			
03/01/94	-10306.99	-93233.6			
04/01/94	-6851.58	-100085.18			
05/01/94	44328.15	-55757.03			
06/01/94	69404.28	13647.25			
07/01/94	-115759.18	-102111.93			
08/01/94	-55936.87	-158048.8			
09/01/94	3253.08	-154795.72			
10/01/94	25885.18	-128910.54			

11/01/94	30897.35	-98013.19			
12/01/94	4505.4	-93507.79	12/1/1994	-93952.0083	-130029.111
01/01/95	-29720.78	-123228.57			
02/01/95	-11320.5	-134549.07			
03/01/95	-24423.97	-158973.04			
04/01/95	13184.86	-145788.18			
05/01/95	34898.08	-110890.1			
06/01/95	32269.65	-78620.45			
07/01/95	161897.9	83277.45			
08/01/95	-46810.54	36466.91			
09/01/95	-3481.65	32985.26			
10/01/95	12647.94	45633.2			
11/01/95	5685.03	51318.23			
12/01/95	20406.99	71725.22	12/1/1995	-35886.9283	-99343.469
01/01/96	-20051.32	51673.9			
02/01/96	-18249.53	33424.37			
03/01/96	-28209.41	5214.96			
04/01/96	-2949.55	2265.41			
05/01/96	3020.85	5286.26			
06/01/96	-6476.75	-1190.49			
07/01/96	-57268.63	-58459.12			
08/01/96	-127973.05	-186432.17			
09/01/96	-26482.01	-212914.18			
10/01/96	3455.85	-209458.33			
11/01/96	-579.31	-210037.64			
12/01/96	14768.79	-195268.85	12/1/1996	-81324.6567	-83581.25833
01/01/97	-147.97	-195416.82			
02/01/97	-34509.72	-229926.54			
03/01/97	-13474.98	-243401.52			
04/01/97	1774.84	-241626.68			
05/01/97	24709.73	-216916.95			
06/01/97	104870.69	-112046.26			
07/01/97	22868.74	-89177.52			
08/01/97	-27035.48	-116213.00			
09/01/97	-5759.13	-121972.13			
10/01/97	4871.71	-117100.42			
11/01/97	-11389.64	-128490.06			
12/01/97	-4793.1	-133283.16	12/1/1997	-162130.92	-92410.26383
01/01/98	-13292.16	-146575.32			
02/01/98	-7244.28	-153819.60			
03/01/98	-11003.25	-164822.85			
04/01/98	13832.73	-150990.12			
05/01/98	26835.28	-124154.84			
06/01/98	24525.66	-99629.18			
07/01/98	-86544.46	-186173.64			
08/01/98	-62424.97	-248598.61			
09/01/98	5139.82	-243458.79			
10/01/98	4962.4	-238496.39			

11/01/98	19064.48	-219431.91			
12/01/98	21806.96	-197624.95	12/1/1998	-181148.02	-110888.5063
01/01/99	-8158.3	-205783.25			
02/01/99		-205783.25			
03/01/99	-26177.01	-231960.26			
04/01/99	7078.76	-224881.50			
05/01/99	28649.22	-196232.28			
06/01/99	69444.49	-126787.79			
07/01/99	10866.6	-115921.19			
8/1/1999	45937.93	-69983.26			
9/1/1999	-18256.4	-88239.66			
10/1/1999	25072.23	-63167.43			
11/1/1999	3395.63	-59771.80			
12/1/1999	-5179.25	-64951.05	12/1/1999	-137788.56	-119655.8167
01/01/00	-16163.94	-81114.99			
2/1/2000	-11572.38	-92687.37			
3/1/2000	-7314.25	-100001.62			
4/1/2000	13776.14	-86225.48			
5/1/2000	7463.87	-78761.61			
6/1/2000	-11438.35	-90199.96			
7/1/2000	-142168.15	-232368.11			
8/1/2000	-64010.24	-296378.35			
9/1/2000	-59406.32	-355784.67			
10/1/2000	12841.23	-342943.44			
11/1/2000	13716.71	-329226.73			
12/1/2000	5660.88	-323565.85	12/1/2000	-200771.52	-152632.734
1/1/2001	-5034.97	-328600.82			
2/1/2001	-7741.4	-336342.22			
3/1/2001	-10619.63	-346961.85			
4/1/2001	3395.31	-343566.54			
5/1/2001	67893.3	-275673.24			
6/1/2001	119504.33	-156168.91			
7/1/2001	-56351.66	-212520.57			
8/1/2001	-63531.87	-276052.44			
9/1/2001	10225.82	-265826.62			
10/1/2001	-11044.03	-276870.65			
11/1/2001	-471.66	-277342.31			
12/1/2001	3387.38	-273954.93	12/1/2001	-280823.43	-192532.49
1/1/2002	-16009.8	-289964.73			
2/1/2002	-8579.35	-298544.08			
3/1/2002	-12802.62	-311346.70			
4/1/2002	-17061.78	-328408.48			
5/1/2002	-54731.22	-383139.70			
6/1/2002	-84223.33	-467363.03			
7/1/2002	-47044.08	-514407.11			
8/1/2002	-155068.98	-669476.09			
9/1/2002	-36166.69	-705642.78			
10/1/2002	21834.27	-683808.51			

11/1/2002	8697.05	-675111.46			
12/1/2002	5228.62	-669882.84	12/1/2002	-499757.96	-260057.90
1/1/2003	8816.68	-661066.16			
2/1/2003	5225	-655841.16			
3/1/2003	776.4	-655064.76			
4/1/2003	-9792.03	-664856.79			
5/1/2003	-39448.05	-704304.84			
6/1/2003	10795.54	-693509.30			
7/1/2003	-126538.8	-820048.10			
8/1/2003	-112758.52	-932806.62			
9/1/2003	-23049.89	-955856.51			
10/1/2003	33312.09	-922544.42			
11/1/2003	4901.83	-917642.59			
12/1/2003	12414.57	-905228.02	12/1/2003	-790730.77	-381974.45
1/1/2004	5298.8	-899929.22			
2/1/2004	4101.36	-895827.86			
3/1/2004	11666.14	-884161.72			
4/1/2004	4071.05	-880090.67			
5/1/2004	851.89	-879238.78			
6/1/2004	64077.86	-815160.92			
7/1/2004	-150007.92	-965168.84			
8/1/2004	-46423.75	-1011592.59			
9/1/2004	-43548.74	-1055141.33			
10/1/2004	23498.94	-1031642.39			
11/1/2004	10603.09	-1021039.30			
12/1/2004	10642.81	-1010396.49	12/1/2004	-945782.51	-543573.24
1/1/2005	14680.6	-995715.89			
2/1/2005	17374.52	-978341.37			
3/1/2005	7340.11	-971001.26			
4/1/2005	3156.95	-967844.31			
5/1/2005	-21732.21	-989576.52			
6/1/2005	159825.97	-829750.55			
7/1/2005	-63380.13	-893130.68			
8/1/2005	-121593.83	-1014724.51			
9/1/2005	-4804.71	-1019529.22			
10/1/2005	7263.26	-1012265.96			
11/1/2005	16022.88	-996243.08			
12/1/2005	21879.74	-974363.34	12/1/2005	-970207.22	-697460.38
1/1/2006	8467.09	-965896.25			
2/1/2006	23767.44	-942128.81			
3/1/2006	-1491.65	-943620.46			
4/1/2006	-16435.25	-960055.71			
5/1/2006	16343.81	-943711.90			
6/1/2006	96603.51	-847108.39			
7/1/2006	-168216.12	-1015324.51			
8/1/2006	-41242.97	-1056567.48			
9/1/2006	-1189.72	-1057757.20			
10/1/2006	44437.54	-1013319.66			

11/1/2006	47462.53	-965857.13			
12/1/2006	-5059.36	-970916.49	12/1/2006	-973522.00	-836000.09
1/1/2007	17497.47	-953419.02			
2/1/2007	10684.96	-942734.06			
3/1/2007	4716.15	-938017.91			
4/1/2007	-10357.72	-948375.63			
5/1/2007	37378.85	-910996.78			
6/1/2007	148098.95	-762897.83			
7/1/2007	2673.41	-760224.42			
8/1/2007	-40665.2	-800889.62			
9/1/2007	-14487.96	-815377.58			
10/1/2007	10756.19	-804621.39			
11/1/2007	17533.59	-787087.80			
12/1/2007	4140.52	-782947.28	12/1/2007	-850632.44	-906174.99
1/1/2008	-558.03	-783505.31			
2/1/2008	-920.96	-784426.27			
3/1/2008	883.57	-783542.70			
4/1/2008	-3733.84	-787276.54			
5/1/2008	-5042.68	-792319.22			
6/1/2008	85716.75	-706602.47			
7/1/2008	20827.55	-685774.92			
8/1/2008	-96844.2	-782619.12			
9/1/2008	-18701.67	-801320.79			
10/1/2008	10570.93	-790749.86			
11/1/2008	20606.64	-770143.22			
12/1/2008	28328.87	-741814.35	12/1/2008	-767507.89	-901530.41
1/1/2009	6692.11	-735122.24			
2/1/2009	-11460.48	-746582.72			
3/1/2009	-8478.4	-755061.12			
4/1/2009	-5237.78	-760298.90			
5/1/2009	103562.53	-656736.37			
6/1/2009	105885.55	-550850.82			
7/1/2009	-59264.24	-610115.06			
8/1/2009	-93863.57	-703978.63			
9/1/2009	-27478.64	-731457.27			
10/1/2009	24175.47	-707281.80			
11/1/2009	2048.67	-705233.13			
12/1/2009	18423.75	-686809.38	12/1/2009	-695793.95	-851532.70
1/1/2010	-1372.66	-688182.04			
2/1/2010	-2055.79	-690237.83			
3/1/2010	-7606.29	-697844.12			
4/1/2010	-10297.84	-708141.96			
5/1/2010	35668.58	-672473.38			
6/1/2010	37436.04	-635037.34			
7/1/2010	-72125.58	-707162.92			
8/1/2010	-117100.01	-824262.93			
9/1/2010	-13939.55	-838202.48			
10/1/2010	19817.65	-818384.83			

11/1/2010	6709.59	-811675.24			
12/1/2010	1420.29	-810254.95	12/1/2010	-741821.67	-805855.59
1/1/2011	-4572.83	-814827.78			
2/1/2011	-2951.3	-817779.08			
3/1/2011	-13185.29	-830964.37			
4/1/2011	-13352.76	-844317.13			
5/1/2011	-28989.29	-873306.42			
6/1/2011	-8915.73	-882222.15			
7/1/2011	-34141.06	-916363.21			
8/1/2011	-103775.94	-1020139.15			
9/1/2011	-56543.67	-1076682.82			
10/1/2011	9783.57	-1066899.25			
11/1/2011	8527.67	-1058371.58			
12/1/2011	12468.04	-1045903.54	12/1/2011	-937314.70	-798614.13
1/1/2012	10139.85	-1035763.69			
2/1/2012	7692.68	-1028071.01			
3/1/2012	3288.92	-1024782.09			
4/1/2012	8764.00	-1016018.09			
5/1/2012	3228.14	-1012789.95			
6/1/2012	-12012.86	-1024802.81			
7/1/2012	-113987.8	-1138790.61			
8/1/2012	-52169.42	-1190960.03			
9/1/2012	-9800.85	-1200760.88			
10/1/2012	59.7	-1200701.18			
11/1/2012	16069.69	-1184631.49			
12/1/2012	3760.2	-1180871.29	12/1/2012	-1103245.26	-849136.694
1/1/2013	3245.77	-1177625.52			
2/1/2013	228.52	-1177397.00			
3/1/2013	1949.97	-1175447.03			
4/1/2013	6315.35	-1169131.68			
5/1/2013	-24274.05	-1193405.73			
6/1/2013	9067.54	-1184338.19			
7/1/2013	-88268.6	-1272606.79			
8/1/2013	-53644.93	-1326251.72			
9/1/2013	-7574.99	-1333826.71			
10/1/2013	47639.79	-1286186.92			
11/1/2013	32671.44	-1253515.48			
12/1/2013	14398.81	-1239116.67	12/1/2013	-1232404.12	-942115.9385
1/1/2014	4636.04	-1234480.63			
2/1/2014	9647.35	-1224833.28			
3/1/2014	8879.5	-1215953.78			
4/1/2014	-4738.2	-1220691.98			
5/1/2014	-252.69	-1220944.67			
6/1/2014	105422.16	-1115522.51			
7/1/2014	-64054.16	-1179576.67			
8/1/2014	-44324.11	-1223900.78			
9/1/2014	-38486.1	-1262386.88			
10/1/2014	15986.54	-1246400.34			

11/1/2014	17987.62	-1228412.72			
12/1/2014	19637.89	-1208774.83	12/1/2014	-1215156.59	-1045988.466
1/1/2015	4463.83	-1204311.00			
2/1/2015	7525.9	-1196785.10			
3/1/2015	-2268.91	-1199054.01			
4/1/2015	5252.37	-1193801.64			
5/1/2015	-17079.89	-1210881.53			
6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.53	-1128623.638
1/1/2016	2410.03	-1099714.88			
2/1/2016	5580.02	-1094134.86			
3/1/2016	2206.74	-1091928.12			
4/1/2016	3956.31	-1087971.81			
5/1/2016	19093.79	-1068878.02			
6/1/2016	77118.18	-991759.84			
7/1/2016	-15554.33	-1007314.17			
8/1/2016	-91391.73	-1098705.90			
9/1/2016	13871.48	-1084834.42			
10/1/2016	25067	-1059767.42			
11/1/2016	12824.62	-1046942.80			
12/1/2016	15881.49	-1031061.31	12/1/2016	-1063584.46	-1153877.59
1/1/2017	-1794.2	-1032855.51			
2/1/2017	7475.23	-1025380.28			
3/1/2017	2728.59	-1022651.69			
4/1/2017	-7472.02	-1030123.71			
5/1/2017	15197.28	-1014926.43			
6/1/2017	35022.12	-979904.31			
7/1/2017	8517.89	-971386.42			
8/1/2017	-25064.01	-996450.43			
9/1/2017	-21776.23	-1018226.66			
10/1/2017	13056.96	-1005169.70			
11/1/2017	25848.52	-979321.18			
12/1/2017	16004.12	-963317.06	12/1/2017	-1003309.45	-1133890.427
1/1/2018	6818.82	-956498.24			
2/1/2018	2077.39	-954420.85			
3/1/2018	-2343.35	-956764.20			
4/1/2018	-4934.9	-961699.10			
5/1/2018	-17130.05	-978829.15			
6/1/2018	-19227.23	-998056.38			
7/1/2018	-86519.19	-1084575.57			
8/1/2018	-68425.59	-1153001.16			
9/1/2018	-51271.09	-1204272.25			
10/1/2018	5755.53	-1198516.72			

11/1/2018	2897.75	-1195618.97			
12/1/2018	1974.19	-1193644.78	12/1/2018	-1069658.11	-1101341.226
1/1/2019	4027.82	-1189616.96			
2/1/2019	5204.3	-1184412.66			
3/1/2019	2304.92	-1182107.74			

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

USGS 375524106020501, NA04300931CCC, RGWCD13A			
RG13A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	8.27	7554.24	RGWCD
2/2/2018	8.18	7554.33	RGWCD
3/5/2018	8.08	7554.43	RGWCD
4/2/2018	7.92	7554.59	RGWCD
5/9/2018	7.78	7554.73	RGWCD
6/1/2018	7.87	7554.64	RGWCD
7/2/2018	8.13	7554.38	RGWCD
8/1/2018	8.38	7554.13	RGWCD
9/4/2018	8.46	7554.05	RGWCD
10/1/2018	8.58	7553.93	RGWCD
11/5/2018	8.49	7554.02	RGWCD
12/5/2018	8.39	7554.12	RGWCD
1/14/2019	8.30	7554.21	RGWCD
2/6/2019	8.12	7554.39	RGWCD
3/6/2019	8.17	7554.34	RGWCD
USGS 375324105553301, NA04201007CCC, RGWCD18			
RG18			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
57.0	37.89225365 N	105.92872105 W	7550.20

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	17.58	7532.62	RGWCD
2/1/2018	17.59	7532.61	RGWCD
3/5/2018	17.61	7532.59	RGWCD
4/2/2018	17.57	7532.63	RGWCD
5/9/2018	17.49	7532.71	RGWCD
6/1/2018	17.42	7532.78	RGWCD
7/2/2018	17.35	7532.85	RGWCD
8/1/2018	17.34	7532.86	RGWCD
9/4/2018	17.24	7532.96	RGWCD
10/1/2018	17.29	7532.91	RGWCD
11/1/2018	17.20	7533.00	RGWCD
12/5/2018	16.84	7533.36	RGWCD
1/14/2019	16.97	7533.23	RGWCD
2/6/2019	16.92	7533.28	RGWCD
3/7/2019	16.95	7533.25	RGWCD
USGS 375005106092501, NA04100701BAA, RGWCD21A			
RG21A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.83507202 N	106.15675306 W	7636.36
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	6.68	7629.68	RGWCD
2/2/2018	7.45	7628.91	RGWCD
3/5/2018	7.38	7628.98	RGWCD
4/2/2018	8.58	7627.78	RGWCD
5/9/2018	8.01	7628.35	RGWCD
6/1/2018	7.59	7628.77	RGWCD
7/2/2018	8.87	7627.49	RGWCD
8/1/2018	10.39	7625.97	RGWCD

9/4/2018	11.78	7624.58	RGWCD
10/1/2018	12.73	7623.63	RGWCD
11/1/2018	13.37	7622.99	RGWCD
12/6/2018	13.97	7622.39	RGWCD
1/10/2019	14.50	7621.86	RGWCD
2/6/2019	14.74	7621.62	RGWCD
3/4/2019	15.15	7621.21	RGWCD
USGS 375016106021201, NA04200931CCC2, RGWCD22			
RG22			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	18.81	7562.06	RGWCD
2/1/2018	18.50	7562.37	RGWCD
3/5/2018	18.14	7562.73	RGWCD
4/2/2018	18.02	7562.85	RGWCD
5/9/2018	17.71	7563.16	RGWCD
6/1/2018	18.89	7561.98	RGWCD
7/2/2018	20.35	7560.52	RGWCD
8/1/2018	22.05	7558.82	RGWCD
9/4/2018	Well Dry	-	RGWCD
10/1/2018	22.26	7558.61	RGWCD
11/5/2018	21.38	7559.49	RGWCD
12/5/2018	21.08	7559.79	RGWCD
1/10/2019	20.54	7560.33	RGWCD
2/6/2019	20.21	7560.66	RGWCD
3/6/2019	20.07	7560.80	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)

56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	39.29	7513.56	RGWCD
2/1/2018	38.70	7514.15	RGWCD
3/5/2018	38.19	7514.66	RGWCD
4/2/2018	37.68	7515.17	RGWCD
5/9/2018	37.80	7515.05	RGWCD
6/1/2018	38.63	7514.22	RGWCD
7/2/2018	40.93	7511.92	RGWCD
8/1/2018	42.60	7510.25	RGWCD
9/4/2018	42.48	7510.37	RGWCD
10/1/2018	41.98	7510.87	RGWCD
11/1/2018	41.43	7511.42	RGWCD
12/5/2018	40.66	7512.19	RGWCD
1/14/2019	39.97	7512.88	RGWCD
2/6/2019	39.52	7513.33	RGWCD
3/7/2019	38.97	7513.88	RGWCD
USGS 375009105503001, NA04101002ABA, RGWCD24A			
RG24A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
34.3	37.83712921 N	105.84191175 W	7535.80
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	13.61	7522.19	RGWCD
2/2/2018	13.66	7522.14	RGWCD
3/5/2018	13.35	7522.45	RGWCD
4/2/2018	13.67	7522.13	RGWCD
5/9/2018	13.69	7522.11	RGWCD
6/1/2018	13.71	7522.09	RGWCD
7/2/2018	13.59	7522.21	RGWCD

8/1/2018	13.72	7522.08	RGWCD
9/4/2018	14.15	7521.65	RGWCD
10/1/2018	14.56	7521.24	RGWCD
11/1/2018	14.54	7521.26	RGWCD
12/5/2018	14.53	7521.27	RGWCD
1/14/2019	14.47	7521.33	RGWCD
2/6/2019	13.84	7521.96	RGWCD
3/6/2019	14.20	7521.60	RGWCD

USGS 374410105464701, NA04001109BBB, RGWCD27A

RG27A

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
75.3	37.73608331 N	105.78032456 W	7537.22

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	15.42	7521.80	RGWCD
2/1/2018	15.16	7522.06	RGWCD
3/5/2018	15.28	7521.94	RGWCD
4/2/2018	15.26	7521.96	RGWCD
5/9/2018	14.94	7522.28	RGWCD
6/1/2018	14.86	7522.36	RGWCD
7/2/2018	15.02	7522.20	RGWCD
8/1/2018	15.23	7521.99	RGWCD
9/4/2018	15.15	7522.07	RGWCD
10/1/2018	15.25	7521.97	RGWCD
11/1/2018	15.20	7522.02	RGWCD
12/5/2018	14.59	7522.63	RGWCD
1/8/2019	14.82	7522.40	RGWCD
2/6/2019	14.91	7522.31	RGWCD
3/6/2019	14.93	7522.29	RGWCD

USGS 374704105590002, NA04100921DAA, RGWCD28-1

RG28-1

Well Depth	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)
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(ft.)			NAVD88)
32.0	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	29.71	7549.88	RGWCD
2/1/2018	29.31	7550.28	RGWCD
3/5/2018	29.51	7550.08	RGWCD
4/2/2018	30.43	7549.16	RGWCD
5/9/2018	30.98	7548.61	RGWCD
6/1/2018	30.69	7548.90	RGWCD
7/2/2018	31.85	7547.74	RGWCD
8/1/2018	32.82	7546.77	RGWCD
9/4/2018	33.08	7546.51	RGWCD
10/1/2018	32.57	7547.02	RGWCD
11/5/2018	32.28	7547.31	RGWCD
12/5/2018	32.05	7547.54	RGWCD
1/14/2019	31.96	7547.63	RGWCD
2/6/2019	32.22	7547.37	RGWCD
3/6/2019	32.39	7547.20	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	35.50	7536.44	RGWCD
2/1/2018	35.17	7536.77	RGWCD
3/5/2018	35.26	7536.68	RGWCD
4/2/2018	35.11	7536.83	RGWCD
5/9/2018	35.66	7536.28	RGWCD

6/1/2018	35.95	7535.99	RGWCD
7/2/2018	37.02	7534.92	RGWCD
8/1/2018	38.25	7533.69	RGWCD
9/4/2018	38.76	7533.18	RGWCD
10/1/2018	38.01	7533.93	RGWCD
11/5/2018	39.07	7532.87	RGWCD
12/5/2018	39.03	7532.91	RGWCD
1/14/2019	38.87	7533.07	RGWCD
2/6/2019	38.45	7533.49	RGWCD
3/6/2019	38.86	7533.08	RGWCD
USGS 374446106022001, NA04000801AAD, RGWCD29			
RG29			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	Well Dry	-	RGWCD
2/1/2018	Well Dry	-	RGWCD
3/5/2018	Well Dry	-	RGWCD
4/2/2018	Well Dry	-	RGWCD
5/9/2018	Well Dry	-	RGWCD
6/1/2018	Well Dry	-	RGWCD
7/2/2018	Well Dry	-	RGWCD
8/1/2018	Well Dry	-	RGWCD
9/4/2018	Well Dry	-	RGWCD
10/1/2018	Well Dry	-	RGWCD
11/5/2018	Well Dry	-	RGWCD
12/6/2018	Well Dry	-	RGWCD
1/14/2019	Well Dry	-	RGWCD
2/5/2019	Well Dry	-	RGWCD
3/4/2019	Well Dry	-	RGWCD
RGWCD29A			
RG29A			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	28.88	7580.12	RGWCD
2/1/2018	28.60	7580.40	RGWCD
3/6/2018	28.36	7580.64	RGWCD
4/2/2018	27.78	7581.22	RGWCD
5/9/2018	28.35	7580.65	RGWCD
6/1/2018	28.91	7580.09	RGWCD
7/2/2018	30.61	7578.39	RGWCD
8/1/2018	32.09	7576.91	RGWCD
9/4/2018	33.53	7575.47	RGWCD
10/1/2018	33.38	7575.62	RGWCD
11/5/2018	33.33	7575.67	RGWCD
12/6/2018	32.97	7576.03	RGWCD
1/14/2019	32.09	7576.91	RGWCD
2/4/2019	31.73	7577.27	RGWCD
3/4/2019	31.42	7577.58	RGWCD
USGS 374736106053404, NA04100815CCC4, RGWCD29-1			
RG29-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.3	37.79492139 N	106.09337319 W	7622.47
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	33.61	7588.86	RGWCD
2/1/2018	33.17	7589.3	RGWCD
3/5/2018	32.76	7589.71	RGWCD
4/2/2018	32.4	7590.07	RGWCD

5/9/2018	32.62	7589.85	RGWCD
6/1/2018	33.11	7589.36	RGWCD
7/2/2018	Well Dry	-	RGWCD
8/1/2018	Well Dry	-	RGWCD
9/4/2018	Well Dry	-	RGWCD
10/1/2018	Well Dry	-	RGWCD
11/5/2018	Well Dry	-	RGWCD
12/6/2018	Well Dry	-	RGWCD
1/14/2019	Well Dry	-	RGWCD
2/6/2019	Well Dry	-	RGWCD
3/4/2019	Well Dry	-	RGWCD
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	33.84	7634.46	RGWCD
2/2/2018	34.31	7633.99	RGWCD
3/5/2018	34.68	7633.62	RGWCD
4/2/2018	34.94	7633.36	RGWCD
5/10/2018	36.08	7632.22	RGWCD
6/1/2018	35.01	7633.29	RGWCD
7/2/2018	No Measurement	-	RGWCD
8/1/2018	No Measurement	-	RGWCD
9/4/2018	39.55	7628.75	RGWCD
10/1/2018	39.01	7629.29	RGWCD
11/1/2018	39.91	7628.39	RGWCD
12/6/2018	40.41	7627.89	RGWCD
1/9/2019	40.72	7627.58	RGWCD
2/4/2019	40.90	7627.40	RGWCD
3/4/2019	41.11	7627.19	RGWCD

USGS 374500106153401, NA04100636DDD, RGWCD33B			
RG33B			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.75035656 N	106.25933339 W	7755.58
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	72.76	7682.82	RGWCD
2/5/2018	72.06	7683.52	RGWCD
3/5/2018	71.85	7683.73	RGWCD
4/2/2018	71.48	7684.10	RGWCD
5/9/2018	73.05	7682.53	RGWCD
6/1/2018	74.66	7680.92	RGWCD
7/2/2018	76.05	7679.53	RGWCD
8/1/2018	76.54	7679.04	RGWCD
9/4/2018	78.00	7677.58	RGWCD
10/1/2018	77.86	7677.72	RGWCD
11/1/2018	77.81	7677.77	RGWCD
12/6/2018	77.73	7677.85	RGWCD
1/9/2019	77.92	7677.66	RGWCD
2/4/2019	77.77	7677.81	RGWCD
3/4/2019	78.10	7677.48	RGWCD
USGS 374046106163801, NA04000625CBC, RGWCD35			
RG35			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	27.80	7782.96	RGWCD

2/5/2018	30.25	7780.51	RGWCD
3/5/2018	32.80	7777.96	RGWCD
4/2/2018	35.71	7775.05	RGWCD
5/9/2018	28.05	7782.71	RGWCD
6/1/2018	27.76	7783.00	RGWCD
7/2/2018	33.34	7777.42	RGWCD
8/1/2018	Well Dry	-	RGWCD
9/4/2018	Well Dry	-	RGWCD
10/1/2018	Well Dry	-	RGWCD
11/1/2018	Well Dry	-	RGWCD
12/6/2018	Well Dry	-	RGWCD
1/9/2019	Well Dry	-	RGWCD
2/4/2019	Well Dry	-	RGWCD
3/4/2019	Well Dry	-	RGWCD

RGWCD35A

RG35A

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.67984318 N	106.27752760 W	7811.09

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	31.64	7779.46	RGWCD
2/5/2018	34.07	7777.03	RGWCD
3/5/2018	36.20	7774.90	RGWCD
4/2/2018	38.29	7772.81	RGWCD
5/9/2018	38.86	7772.24	RGWCD
6/1/2018	39.08	7772.02	RGWCD
7/2/2018	40.59	7770.51	RGWCD
8/1/2018	42.11	7768.99	RGWCD
9/4/2018	45.91	7765.19	RGWCD
10/1/2018	47.18	7763.92	RGWCD
11/1/2018	47.55	7763.55	RGWCD
12/6/2018	48.13	7762.97	RGWCD
1/9/2019	48.99	7762.11	RGWCD
2/4/2019	49.83	7761.27	RGWCD

3/4/2019	50.88	7760.22	RGWCD
USGS 373924106082501, NA03900806BCB, RGWCD37			
RG37			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
37.0	37.65664607 N	106.14877939 W	7683.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2018	24.59	7658.71	RGWCD
2/2/2018	24.74	7658.56	RGWCD
3/5/2018	25.10	7658.20	RGWCD
4/2/2018	25.31	7657.99	RGWCD
5/9/2018	26.10	7657.20	RGWCD
6/1/2018	26.95	7656.35	RGWCD
7/2/2018	30.33	7652.97	RGWCD
8/1/2018	33.87	7649.43	RGWCD
9/4/2018	34.08	7649.22	RGWCD
10/1/2018	33.83	7649.47	RGWCD
11/5/2018	33.62	7649.68	RGWCD
12/6/2018	33.49	7649.81	RGWCD
1/9/2019	33.29	7650.01	RGWCD
2/4/2019	33.21	7650.09	RGWCD
3/7/2019	33.32	7649.98	RGWCD
USGS 374210106053001, NA04000815CCC, RGWCD37-1			
RG37-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/2/2018	30.94	7611.98	RGWCD
2/1/2018	30.65	7612.27	RGWCD
3/5/2018	30.45	7612.47	RGWCD
4/2/2018	30.26	7612.66	RGWCD
5/9/2018	30.52	7612.40	RGWCD
6/1/2018	30.78	7612.14	RGWCD
7/2/2018	33.82	7609.10	RGWCD
8/1/2018	36.41	7606.51	RGWCD
9/4/2018	36.55	7606.37	RGWCD
10/1/2018	36.17	7606.75	RGWCD
11/5/2018	36.05	7606.87	RGWCD
12/6/2018	35.71	7607.21	RGWCD
1/14/2019	35.46	7607.46	RGWCD
2/4/2019	35.26	7607.66	RGWCD
3/4/2019	35.15	7607.77	RGWCD
USGS 373944106022001, NA04000931CCC, RGWCD39			
RG39			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66177691 N	106.03886731 W	7616.65
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	22.55	7594.10	RGWCD
2/1/2018	22.08	7594.57	RGWCD
3/5/2018	21.67	7594.98	RGWCD
4/2/2018	21.31	7595.34	RGWCD
5/9/2018	21.96	7594.69	RGWCD
6/1/2018	22.35	7594.30	RGWCD
7/2/2018	25.78	7590.87	RGWCD
8/1/2018	27.77	7588.88	RGWCD
9/4/2018	27.88	7588.77	RGWCD
10/1/2018	27.36	7589.29	RGWCD
11/5/2018	27.00	7589.65	RGWCD
12/6/2018	26.63	7590.02	RGWCD
1/14/2019	26.19	7590.46	RGWCD

2/6/2019	25.91	7590.74	RGWCD
3/1/2019	25.53	7591.12	RGWCD
USGS 374220105585801, NA04000916DDD, RGWCD39-1			
RG39-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	27.00	7563.86	RGWCD
2/1/2018	26.38	7564.48	RGWCD
3/5/2018	26.15	7564.71	RGWCD
4/2/2018	25.73	7565.13	RGWCD
5/9/2018	25.60	7565.26	RGWCD
6/1/2018	26.05	7564.81	RGWCD
7/2/2018	26.44	7564.42	RGWCD
8/1/2018	27.95	7562.91	RGWCD
9/4/2018	28.44	7562.42	RGWCD
10/1/2018	28.24	7562.62	RGWCD
11/5/2018	27.77	7563.09	RGWCD
12/5/2018	27.65	7563.21	RGWCD
1/14/2019	27.30	7563.56	RGWCD
2/6/2019	27.07	7563.79	RGWCD
3/6/2019	26.87	7563.99	RGWCD
USGS 373944105553701, NA03901006BBB, RGWCD40			
RG40			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66183616 N	105.92740756 W	7575.14
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	16.39	7558.75	RGWCD
2/1/2018	16.20	7558.94	RGWCD
3/5/2018	16.15	7558.99	RGWCD
4/2/2018	15.95	7559.19	RGWCD
5/9/2018	15.84	7559.30	RGWCD
6/1/2018	16.48	7558.66	RGWCD
7/2/2018	17.66	7557.48	RGWCD
8/1/2018	18.78	7556.36	RGWCD
9/4/2018	19.07	7556.07	RGWCD
10/1/2018	18.90	7556.24	RGWCD
11/5/2018	18.72	7556.42	RGWCD
12/5/2018	18.62	7556.52	RGWCD
1/14/2019	18.37	7556.77	RGWCD
2/5/2019	18.33	7556.81	RGWCD
3/1/2019	18.25	7556.89	RGWCD

USGS 373947105490701, NA03901106BBB, RGWCD41

RG41

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.66237308 N	105.81863525 W	7542.08

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	10.90	7531.18	RGWCD
2/1/2018	10.99	7531.09	RGWCD
3/5/2018	11.13	7530.95	RGWCD
4/2/2018	11.17	7530.91	RGWCD
5/9/2018	11.31	7530.77	RGWCD
6/1/2018	10.41	7531.67	RGWCD
7/2/2018	11.01	7531.07	RGWCD
8/1/2018	11.23	7530.85	RGWCD
9/4/2018	11.51	7530.57	RGWCD
10/1/2018	11.68	7530.40	RGWCD

11/5/2018	11.83	7530.25	RGWCD
12/5/2018	11.97	7530.11	RGWCD
1/8/2019	12.10	7529.98	RGWCD
2/6/2019	12.18	7529.90	RGWCD
3/1/2019	12.21	7529.87	RGWCD
USGS 373433105513201, NA03901034DDD, RGWCD49			
RG49			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.57517204 N	105.85856339 W	7548.69
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	7.70	7540.58	RGWCD
2/2/2018	7.73	7540.55	RGWCD
3/5/2018	7.74	7540.54	RGWCD
4/2/2018	7.86	7540.42	RGWCD
5/10/2018	7.70	7540.58	RGWCD
6/1/2018	7.88	7540.40	RGWCD
7/2/2018	8.08	7540.20	RGWCD
8/1/2018	8.27	7540.01	RGWCD
9/4/2018	8.38	7539.90	RGWCD
10/1/2018	8.32	7539.96	RGWCD
11/5/2018	7.33	7540.95	RGWCD
12/3/2018	8.14	7540.14	RGWCD
1/10/2019	8.20	7540.08	RGWCD
2/4/2019	8.23	7540.05	RGWCD
3/6/2019	5.93	7542.35	RGWCD
USGS 373429105554001, NA03901031CCC, RGWCD50A			
RG50A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.57448259 N	105.92832561 W	7569.82
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	16.54	7553.28	RGWCD
2/1/2018	16.40	7553.42	RGWCD
3/5/2018	16.27	7553.55	RGWCD
4/2/2018	16.12	7553.70	RGWCD
5/10/2018	16.17	7553.65	RGWCD
6/6/2018	16.10	7553.72	RGWCD
7/2/2018	16.30	7553.52	RGWCD
8/1/2018	16.48	7553.34	RGWCD
9/4/2018	16.64	7553.18	RGWCD
10/1/2018	16.74	7553.08	RGWCD
11/5/2018	16.75	7553.07	RGWCD
12/3/2018	16.68	7553.14	RGWCD
1/10/2019	16.51	7553.31	RGWCD
2/4/2019	16.40	7553.42	RGWCD
3/6/2019	16.28	7553.54	RGWCD
USGS 373704105593401, NA03900921BAA1, RGWCD50-1			
RG50-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.5	37.61788754 N	105.99401756 W	7594.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	17.47	7577.30	RGWCD
2/1/2018	16.94	7577.83	RGWCD
3/5/2018	16.61	7578.16	RGWCD
4/2/2018	16.29	7578.48	RGWCD
5/10/2018	16.77	7578.00	RGWCD
6/1/2018	17.23	7577.54	RGWCD
7/2/2018	20.85	7573.92	RGWCD
8/1/2018	21.81	7572.96	RGWCD
9/4/2018	20.53	7574.24	RGWCD

10/5/2018	20.25	7574.52	RGWCD
11/5/2018	19.62	7575.15	RGWCD
12/6/2018	19.28	7575.49	RGWCD
1/10/2019	18.83	7575.94	RGWCD
2/4/2019	18.65	7576.12	RGWCD
3/6/2019	18.45	7576.32	RGWCD
USGS 373438106022101, NA03900931CCB, RGWCD51			
RG51			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	6.09	7596.21	RGWCD
2/1/2018	6.01	7596.29	RGWCD
3/5/2018	6.01	7596.29	RGWCD
4/2/2018	5.93	7596.37	RGWCD
5/10/2018	5.24	7597.06	RGWCD
6/1/2018	5.70	7596.60	RGWCD
7/2/2018	6.16	7596.14	RGWCD
8/1/2018	6.39	7595.91	RGWCD
9/4/2018	6.49	7595.81	RGWCD
10/1/2018	6.48	7595.82	RGWCD
11/5/2018	6.08	7596.22	RGWCD
12/3/2018	6.25	7596.05	RGWCD
1/10/2019	6.04	7596.26	RGWCD
2/4/2019	5.76	7596.54	RGWCD
3/6/2019	5.99	7596.31	RGWCD
USGS 373705106051701, NA03900815CDC, RGWCD51-1			
RG51-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.61804315 N	106.08926406 W	7638.71

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/2/2018	8.00	7630.71	RGWCD
2/1/2018	8.21	7630.50	RGWCD
3/5/2018	8.41	7630.30	RGWCD
4/2/2018	8.48	7630.23	RGWCD
5/9/2018	5.99	7632.72	RGWCD
6/1/2018	6.79	7631.92	RGWCD
7/2/2018	9.17	7629.54	RGWCD
8/1/2018	12.05	7626.66	RGWCD
9/4/2018	12.74	7625.97	RGWCD
10/1/2018	13.17	7625.54	RGWCD
11/5/2018	13.16	7625.55	RGWCD
12/6/2018	13.14	7625.57	RGWCD
1/4/2019	13.23	7625.48	RGWCD
2/4/2019	15.25	7623.46	RGWCD
3/6/2019	13.34	7625.37	RGWCD

USGS 374030106020001, NA04000931BAB, RGWCD ALA 2			
ALA 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
415.0	37.67500094 N	106.03391380 W	7614.27
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2018	-11.623	7625.70	RGWCD
2/20/2018	-12.59	7626.70	RGWCD
3/16/2018	-11.57	7625.60	RGWCD
4/16/2018	-9.45	7623.50	RGWCD
5/16/2018	-8.32	7622.40	RGWCD
6/15/2018	-8.17	7622.20	RGWCD
7/18/2018	-6.09	7620.20	RGWCD

8/8/2018	-4.12	7618.20	RGWCD
9/10/2018	-2.77	7616.80	RGWCD
10/5/2018	-5.28	7619.30	RGWCD
11/19/2018	-4.76	7618.80	RGWCD
12/17/2018	-7.60	7621.70	RGWCD
1/30/2019	-7.82	7621.90	RGWCD
2/14/2019	-8.91	7623.00	RGWCD
3/12/2019	-9.13	7623.20	RGWCD
*Preliminary Measurement			
USGS 373457106003801, NA03900932BCC, RGWCD ALA10			
ALA 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2084.0	37.58139100 N	106.02141390 W	7596.20
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2018	-19.795	7618.20	RGWCD
2/21/2018	-19.99	7618.40	RGWCD
3/15/2018	-20.06	7618.40	RGWCD
4/19/2018	-16.41	7614.80	RGWCD
5/18/2018	-16.74	7615.10	RGWCD
6/14/2018	-14.12	7612.50	RGWCD
7/18/2018	-15.03	7613.40	RGWCD
8/8/2018	-10.38	7608.80	RGWCD
9/13/2018	-10.90	7609.30	RGWCD
10/5/2018	-10.75	7609.10	RGWCD
11/15/2018	-15.70	7614.10	RGWCD
12/10/2018	-17.76	7616.10	RGWCD
1/31/2019	No Measurement	-	RGWCD
2/20/2019	-20.03	7618.40	RGWCD
3/13/2019	-21.28	7619.70	RGWCD
*Preliminary Measurement			
USGS 373748105511501, NA03901014BBC, RGWCD ALA 13			

ALA 13			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2150.0	37.63000180 N	105.85474300 W	7551.8
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2018	-9.57	7564.90	RGWCD
2/14/2018	-10.24	7565.60	RGWCD
3/15/2018	-12.24	7567.60	RGWCD
4/16/2018	-9.03	7564.40	RGWCD
5/16/2018	-8.934	7564.30	RGWCD
6/12/2018	8.97	7546.40	RGWCD
7/18/2018	10.46	7544.90	RGWCD
8/15/2018	11.67	7543.70	RGWCD
9/13/2018	16.79	7538.50	RGWCD
10/10/2018	No Measurement	-	RGWCD
11/19/2018	-5.97	7561.30	RGWCD
12/17/2018	-8.47	7563.80	RGWCD
1/30/2019	-9.79	7565.10	RGWCD
2/14/2019	-10.74	7566.10	RGWCD
3/12/2019	-12.06	7567.40	RGWCD
*Preliminary Measurement			
USGS 373633106040901, NA03900823CAB, RGWCD RIO 3			
RIO 3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	No	-	RGWCD

	Measurement		
2/20/2018	No Measurement	-	RGWCD
3/20/2018	No Measurement	-	RGWCD
4/20/2018	No Measurement	-	RGWCD
5/18/2018	No Measurement	-	RGWCD
6/13/2018	No Measurement	-	RGWCD
7/23/2018	No Measurement	-	RGWCD
8/20/2018	No Measurement	-	RGWCD
9/13/2018	No Measurement	-	RGWCD
10/5/2018	No Measurement	-	RGWCD
11/20/2018	No Measurement	-	RGWCD
12/11/2018	No Measurement	-	RGWCD
1/30/2019	No Measurement	-	RGWCD
2/20/2019	No Measurement	-	RGWCD
3/15/2019	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 373620106054001, NA03900821DDA, RGWCD RIO 4			
RIO 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
986.0	37.60555786 N	106.09502700 W	7636.44
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2018	-3.54	7640.80	RGWCD

2/15/2018	-3.54	7640.80	RGWCD
3/15/2018	-3.93	7641.20	RGWCD
4/19/2018	-3.81	7641.10	RGWCD
5/21/2018	-1.69	7639.00	RGWCD
6/14/2018	-0.62	7637.90	RGWCD
7/18/2018	0.05	7637.20	RGWCD
8/8/2018	0.48	7636.80	RGWCD
9/13/2018	1.68	7635.60	RGWCD
10/5/2018	1.72	7635.60	RGWCD
11/15/2018	0.59	7636.70	RGWCD
12/11/2018	-0.25	7637.50	RGWCD
1/25/2019	No Measurement	-	RGWCD
2/20/2019	No Measurement	-	RGWCD
3/15/2019	-0.99	7638.30	RGWCD
*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
825.0	37.84305656 N	106.18252770 W	7651.62
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2018	23.8	7627.10	RGWCD
2/13/2018	23.38	7627.50	RGWCD
3/12/2018	23.27	7627.60	RGWCD
4/12/2018	23.92	7627.00	RGWCD
5/16/2018	26.31	7624.60	RGWCD
6/12/2018	No Measurement	-	RGWCD
7/16/2018	33.36	7617.50	RGWCD
8/9/2018	No Measurement	-	RGWCD
9/11/2018	35.13	7615.70	RGWCD

10/8/2018	34.35	7616.50	RGWCD
11/6/2018	31.30	7619.60	RGWCD
12/11/2018	29.36	7621.50	RGWCD
1/21/2019	28.07	7622.80	RGWCD
2/15/2019	29.82	7621.10	RGWCD
3/13/2019	28.36	7622.50	RGWCD
*Preliminary Measurement			
USGS 375310106021501, NA04200907CCC, RGWCD SAG 2			
SAG 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-38.868	7605.2	RGWCD
2/20/2018	-41.88	7608.20	RGWCD
3/13/2018	-41.707	7608.10	RGWCD
4/18/2018	-26.87	7593.20	RGWCD
5/16/2018	-25.03	7591.40	RGWCD
6/12/2018	-22.91	7589.30	RGWCD
7/16/2018	-21.49	7587.80	RGWCD
8/10/2018	-20.43	7586.80	RGWCD
9/12/2018	-19.86	7586.20	RGWCD
10/8/2018	-29.95	7596.30	RGWCD
11/6/2018	-32.08	7598.40	RGWCD
12/13/2018	-34.99	7601.30	RGWCD
1/30/2019	-37.76	7604.10	RGWCD
2/22/2019	-38.66	7605.00	RGWCD
3/12/2019	-39.23	7605.60	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-41.947	7616.30	RGWCD
2/14/2018	-44.19	7618.50	RGWCD
3/13/2018	-44.566	7618.90	RGWCD
4/18/2018	-35.87	7610.20	RGWCD
5/16/2018	-29.49	7603.80	RGWCD
6/12/2018	-27.73	7602.10	RGWCD
7/16/2018	-24.79	7599.10	RGWCD
8/10/2018	-23.26	7597.60	RGWCD
9/12/2018	-23.54	7597.90	RGWCD
10/8/2018	-24.53	7598.90	RGWCD
11/6/2018	-24.53	7598.90	RGWCD
12/13/2018	-38.31	7612.60	RGWCD
1/30/2019	No Measurement	-	RGWCD
2/22/2019	No Measurement	-	RGWCD
3/12/2019	-41.27	7615.60	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2018	10.51	7624.80	RGWCD

2/13/2018	10.27	7625.00	RGWCD
3/12/2018	10.33	7625.00	RGWCD
4/12/2018	11.39	7623.90	RGWCD
5/16/2018	15.48	7619.80	RGWCD
6/11/2018	No Measurement	-	RGWCD
7/16/2018	No Measurement	-	RGWCD
8/9/2018	No Measurement	-	RGWCD
9/11/2018	No Measurement	-	RGWCD
10/8/2018	18.79	7616.50	RGWCD
11/6/2018	17.68	7617.60	RGWCD
12/11/2018	16.38	7618.90	RGWCD
1/21/2019	15.74	7619.60	RGWCD
2/15/2019	14.86	7620.50	RGWCD
3/13/2019	13.79	7621.50	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-7.04	7617.90	RGWCD
2/13/2018	-7.15	7618.10	RGWCD
3/12/2018	-7.988	7618.90	RGWCD
4/12/2018	-5.92	7616.80	RGWCD
5/15/2018	-1.734	7612.60	RGWCD
6/11/2018	-0.56	7611.50	RGWCD
7/16/2018	2.63	7608.30	RGWCD
8/9/2018	1.41	7609.50	RGWCD
9/11/2018	1.73	7609.20	RGWCD

10/8/2018	0.92	7610.00	RGWCD
11/6/2018	-1.79	7612.70	RGWCD
12/11/2018	-3.18	7614.10	RGWCD
1/30/2019	No Measurement	-	RGWCD
2/15/2019	-5.31	7616.20	RGWCD
3/13/2019	-6.51	7617.40	RGWCD
*Preliminary Measurement			
USGS 375310106050001, NA04200815ACC, RGWCD SAG 10			
SAG 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2087.0	37.88638899 N	106.08196780 W	7584.32
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-29.67	7614.20	RGWCD
2/13/2018	-30.299	7614.80	RGWCD
3/12/2018	-30.225	7614.70	RGWCD
4/12/2018	-30.14	7614.60	RGWCD
5/16/2018	-27.68	7612.20	RGWCD
6/11/2018	-20.80	7605.30	RGWCD
7/16/2018	-19.16	7603.70	RGWCD
8/9/2018	-16.96	7601.50	RGWCD
9/11/2018	-20.31	7604.80	RGWCD
10/8/2018	-20.74	7605.20	RGWCD
11/6/2018	-22.51	7607.00	RGWCD
12/11/2018	-25.34	7609.80	RGWCD
1/30/2019	-28.87	7613.40	RGWCD
2/15/2019	-29.61	7614.10	RGWCD
3/13/2019	-30.71	7615.20	RGWCD
*Preliminary Measurement			
USGS 375009106021001, NA04200931CCC, RGWCD SAG 11			
SAG 11			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1350.0	37.83583318 N	106.03668950 W	7582.21
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-30.28	7611.50	RGWCD
2/15/2018	-32.03	7613.20	RGWCD
3/13/2018	-33.03	7614.20	RGWCD
4/18/2018	-27.04	7608.20	RGWCD
5/16/2018	-25.73	7606.90	RGWCD
6/11/2018	-15.40	7596.60	RGWCD
7/16/2018	-14.88	7596.10	RGWCD
8/10/2018	-13.76	7595.00	RGWCD
9/12/2018	-13.35	7594.60	RGWCD
10/9/2018	-15.02	7596.20	RGWCD
11/7/2018	-21.21	7602.40	RGWCD
12/13/2018	-28.63	7609.80	RGWCD
1/30/2019	No Measurement	-	RGWCD
2/22/2019	-30.47	7611.70	RGWCD
3/12/2019	-30.34	7611.50	RGWCD
*Preliminary Measurement			
USGS 374915106013001, NA04100906DCD, RGWCD SAG 17			
SAG 17			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
700.0	37.82111088 N	106.02557830 W	7583.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2018	-22.77	7605.90	RGWCD
2/15/2018	-25.15	7608.30	RGWCD

3/13/2018	-24.31	7607.40	RGWCD
4/18/2018	-22.72	7605.80	RGWCD
5/16/2018	-20.02	7603.10	RGWCD
6/11/2018	-18.23	7601.40	RGWCD
7/16/2018	-19.21	7602.30	RGWCD
8/10/2018	-16.83	7600.00	RGWCD
9/12/2018	-16.48	7599.60	RGWCD
10/9/2018	-18.54	7601.70	RGWCD
11/7/2018	-18.65	7601.80	RGWCD
12/13/2018	-20.64	7603.80	RGWCD
1/30/2019	No Measurement	-	RGWCD
2/22/2019	-21.86	7605.00	RGWCD
3/12/2019	-21.61	7604.70	RGWCD
*Preliminary Measurement			

USGS 373450105592901, NA03900933ABA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	10.29	7583.32	USGS
1/30/2018	8.6	7585.01	USGS
USGS 373820105541501, NA03901008ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	11.43	7556.41	USGS

1/30/2018	11.24	7556.6	USGS
USGS 373855105490901, NA03901001DDD1			
EW-32U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	7.36	7534.79	USBR
2/15/2018	7.35	7534.80	USBR
3/15/2018	7.34	7534.81	USBR
4/15/2018	7.35	7534.80	USBR
5/15/2018	7.37	7534.78	USBR
6/15/2018	7.57	7534.58	USBR
7/15/2018	7.80	7534.35	USBR
8/15/2018	7.99	7534.16	USBR
9/4/2018	8.05	7534.10	USBR
9/15/2018	8.06	7534.09	USBR
10/15/2018	8.08	7534.07	USBR
11/15/2018	8.14	7534.01	USBR
12/15/2018	8.17	7533.98	USBR
1/15/2019	8.08	7534.07	USBR
2/12/2019	8.07	7534.08	USBR
USGS 373855105490902, NA03901001DDD2			
EW-32C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
200.0	37.64852484 N	105.81991496 W	7542.15
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/15/2018	8.12	7534.03	USBR
2/15/2018	7.89	7534.26	USBR
3/15/2018	7.74	7534.41	USBR
4/15/2018	7.69	7534.46	USBR
5/15/2018	8.92	7533.23	USBR
6/15/2018	9.42	7532.73	USBR
7/15/2018	9.98	7532.17	USBR
8/15/2018	10.19	7531.96	USBR
9/4/2018	10.54	7531.61	USBR
9/15/2018	10.39	7531.76	USBR
10/15/2018	10.25	7531.90	USBR
11/15/2018	9.77	7532.38	USBR
12/15/2018	9.18	7532.97	USBR
1/15/2019	8.93	7533.22	USBR
2/12/2019	8.91	7533.24	USBR
USGS 373950105534001, NA04001033BCB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	12.42	7550.43	USGS
1/30/2018	12.44	7550.41	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	24.66	7591.63	USGS

1/30/2018	22.79	7593.5	USGS
USGS 374110105565501, NA04000924CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
62.0	37.69111165 N	105.94621710 W	7579.96
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS
USGS 374224105493901, NA04001024BAA1			
EW-33U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	22.75	7522.54	USBR
2/15/2018	22.61	7522.68	USBR
3/15/2018	22.46	7522.83	USBR
4/15/2018	22.33	7522.96	USBR
5/15/2018	22.30	7522.99	USBR
6/15/2018	22.47	7522.82	USBR
7/8/2018	22.87	7522.42	USBR
7/15/2018	23.00	7522.29	USBR
8/15/2018	23.46	7521.83	USBR
9/15/2018	23.53	7521.76	USBR
10/15/2018	23.49	7521.80	USBR
11/15/2018	23.32	7521.97	USBR
12/15/2018	23.11	7522.18	USBR
1/15/2019	22.92	7522.37	USBR
2/12/2019	22.81	7522.48	USBR

USGS 374224105493902, NA04001024BAA2			
EW-33C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
152.0	37.70649518 N	105.82779667 W	7545.29
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	21.01	7524.28	USBR
2/15/2018	20.84	7524.45	USBR
3/15/2018	20.69	7524.60	USBR
4/15/2018	20.90	7524.39	USBR
5/15/2018	21.25	7524.04	USBR
6/15/2018	27.81	7517.48	USBR
7/8/2018	33.63	7511.66	USBR
7/15/2018	31.78	7513.51	USBR
8/15/2018	27.98	7513.51	USBR
9/15/2018	23.80	7517.31	USBR
10/15/2018	23.12	7521.49	USBR
11/15/2018	22.11	7522.17	USBR
12/15/2018	21.68	7523.18	USBR
1/15/2019	21.41	7523.61	USBR
2/12/2019	21.24	7523.88	USBR
USGS 374315105513001, NA04001011CBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
84.0	37.72800006 N	105.85457610 W	7550.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS

USGS 374407105511601, NA04001010AAA1			
EW-35U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.73525282 N	105.85502763 W	7548.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	18.40	7530.36	USBR
2/15/2018	18.30	7530.46	USBR
3/15/2018	18.23	7530.53	USBR
4/15/2018	18.23	7530.53	USBR
5/15/2018	18.42	7530.34	USBR
6/15/2018	18.75	7530.01	USBR
7/15/2018	19.57	7529.19	USBR
8/7/2018	20.27	7528.49	USBR
8/15/2018	20.47	7528.29	USBR
9/15/2018	20.84	7527.92	USBR
10/15/2018	20.85	7527.91	USBR
11/15/2018	20.66	7528.10	USBR
12/15/2018	20.49	7528.27	USBR
1/15/2019	20.34	7528.42	USBR
2/12/2019	20.24	7528.52	USBR
USGS 374407105511602, NA04001010AAA2			
EW-35C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.73525282 N	105.85502763 W	7548.76
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	18.21	7530.55	USBR
2/15/2018	18.26	7530.50	USBR

3/15/2018	18.21	7530.55	USBR
4/15/2018	18.66	7530.10	USBR
5/15/2018	19.18	7529.58	USBR
6/15/2018	26.67	7522.09	USBR
7/15/2018	28.24	7520.52	USBR
8/7/2018	31.87	7516.89	USBR
8/15/2018	29.93	7518.83	USBR
9/15/2018	25.18	7523.58	USBR
10/15/2018	21.7	7527.06	USBR
11/15/2018	20.5	7528.26	USBR
12/15/2018	20.29	7528.47	USBR
1/15/2019	20.15	7528.61	USBR
2/12/2019	20.1	7528.66	USBR
USGS 373640106032002, NA03900824BBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	15.24	7608.1	USGS
2/7/2018	12.73	7610.61	USGS
USGS 373828106071502, NA03900808ABB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
54.0	37.64708002 N	106.12105186 W	7660.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	22.50	7638.27	USGS
2/7/2018	19.10	7641.67	USGS

USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
42396.0	26.59	7667.79	USGS
43159.0	23.51	7670.87	USGS
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	26.59	7667.79	USGS
USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	33.49	7692.91	USGS
2/7/2018	31.25	7695.15	USGS
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	12.47	7672.13	USGS
2/7/2018	12.39	7672.21	USGS
USGS 374032106060202, NA04000828DBB2			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
42767.0	32.63	7618.87	USGS
43138.0	28.15	7623.35	USGS
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	34.65	7616.85	USGS
2/1/2017	32.63	#VALUE!	USGS
USGS 374245106025501, NA04000813ABB1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
60.0	37.71902825 N	106.04766400 W	7616.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	28.05	7588.29	USGS
2/7/2018	27.45	7589.29	USGS
USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413	106.279449	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2013	20.52	7778.15	USGS
2/1/2017	20.8	7777.87	USGS
USGS 374350106025001, NA04000801DCC			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	27.83	7588.52	USGS
2/7/2018	28.02	7588.33	USGS
USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	39.71	7605.82	USGS
2/7/2018	37.76	7607.77	USGS
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	28.14	7527.11	USBR
2/15/2018	27.95	7527.30	USBR
3/15/2018	27.70	7527.55	USBR
4/15/2018	27.54	7527.71	USBR
5/15/2018	27.57	7527.68	USBR

6/15/2018	27.60	7527.65	USBR
7/13/2018	28.16	7527.09	USBR
7/15/2018	28.21	7527.04	USBR
8/15/2018	29.13	7526.12	USBR
9/15/2018	29.47	7525.78	USBR
10/15/2018	29.28	7525.97	USBR
11/15/2018	29.01	7526.24	USBR
12/15/2018	28.81	7526.44	USBR
1/15/2019	28.58	7526.67	USBR
2/12/2019	28.51	7526.74	USBR
USGS 374549105540202, NA04101032ABB2			
EW-40C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
140.0	37.76367186 N	105.90050172 W	7555.25
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	27.48	7527.77	USBR
2/15/2018	27.21	7528.04	USBR
3/15/2018	27.06	7528.19	USBR
4/15/2018	26.46	7528.79	USBR
5/15/2018	28.80	7526.45	USBR
6/15/2018	28.96	7526.29	USBR
7/13/2018	35.15	7520.10	USBR
7/15/2018	33.32	7521.93	USBR
8/15/2018	32.06	7523.19	USBR
9/15/2018	29.58	7525.67	USBR
10/15/2018	28.83	7526.42	USBR
11/15/2018	28.69	7526.56	USBR
12/15/2018	28.37	7526.88	USBR
1/15/2019	28.19	7527.06	USBR
2/12/2019	28.13	7527.12	USBR
USGS 374630106010501, NA04100920CCC			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	28.59	7562.62	USGS
2/1/2018	29.54	7561.67	USGS
USGS 374725106053003, NA04100815CCC3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
95.0	37.79202820 N	106.09330340 W	7622.46
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	32.93	7589.53	USGS
2/1/2018	32.44	7590.02	USGS
USGS 374734105543501, NA04101018DDD1			
EW-41U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.79284300 N	105.91032426 W	7554.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	33.81	7521.14	USBR
2/15/2018	33.51	7521.44	USBR
3/15/2018	33.24	7521.71	USBR
4/15/2018	33.01	7521.94	USBR
5/15/2018	33.40	7521.55	USBR

6/15/2018	34.18	7520.77	USBR
7/13/2018	35.31	7519.64	USBR
7/15/2018	35.33	7519.62	USBR
8/15/2018	35.95	7519.00	USBR
9/15/2018	36.05	7518.90	USBR
10/15/2018	35.8	7519.15	USBR
11/15/2018	35.56	7519.39	USBR
12/15/2018	35.3	7519.65	USBR
1/15/2019	35.02	7519.93	USBR
2/12/2019	34.82	7520.13	USBR
USGS 374734105543502, NA04101018DDD2			
EW-41C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
	37.79284300 N	105.91032426 W	7554.95
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	33.09	7521.86	USBR
2/15/2018	32.80	7522.15	USBR
3/15/2018	32.59	7522.36	USBR
4/15/2018	32.50	7522.45	USBR
5/15/2018	34.12	7520.83	USBR
6/15/2018	36.47	7518.48	USBR
7/13/2018	38.79	7516.16	USBR
7/15/2018	36.85	7518.10	USBR
8/15/2018	36.54	7518.41	USBR
9/15/2018	35.59	7519.36	USBR
10/15/2018	35.25	7519.70	USBR
11/15/2018	34.89	7520.06	USBR
12/15/2018	34.57	7520.38	USBR
1/15/2019	34.20	7520.75	USBR
2/12/2019	34.04	7520.91	USBR
USGS 374918105561401, NA04100901DCD1			
EW-48U			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.82160275 N	105.93785390 W	7559.88
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	40.66	7519.22	USBR
2/15/2018	40.49	7519.39	USBR
3/15/2018	40.32	7519.56	USBR
4/15/2018	40.13	7519.75	USBR
5/15/2018	40.01	7519.87	USBR
6/15/2018	40.14	7519.74	USBR
7/15/2018	40.55	7519.33	USBR
8/15/2018	41.01	7518.87	USBR
9/15/2018	41.27	7518.61	USBR
10/15/2018	41.50	7518.38	USBR
11/15/2018	41.65	7518.23	USBR
12/15/2018	41.59	7518.29	USBR
1/15/2019	41.44	7518.44	USBR
2/12/2019	41.37	7518.51	USBR
USGS 374918105561402, NA04100901DCD2			
EW-48C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.82160275 N	105.93785390 W	7559.88
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	40.43	7519.45	USBR
2/15/2018	40.20	7519.68	USBR
3/15/2018	39.97	7519.91	USBR
4/15/2018	39.77	7520.11	USBR
5/15/2018	39.80	7520.08	USBR

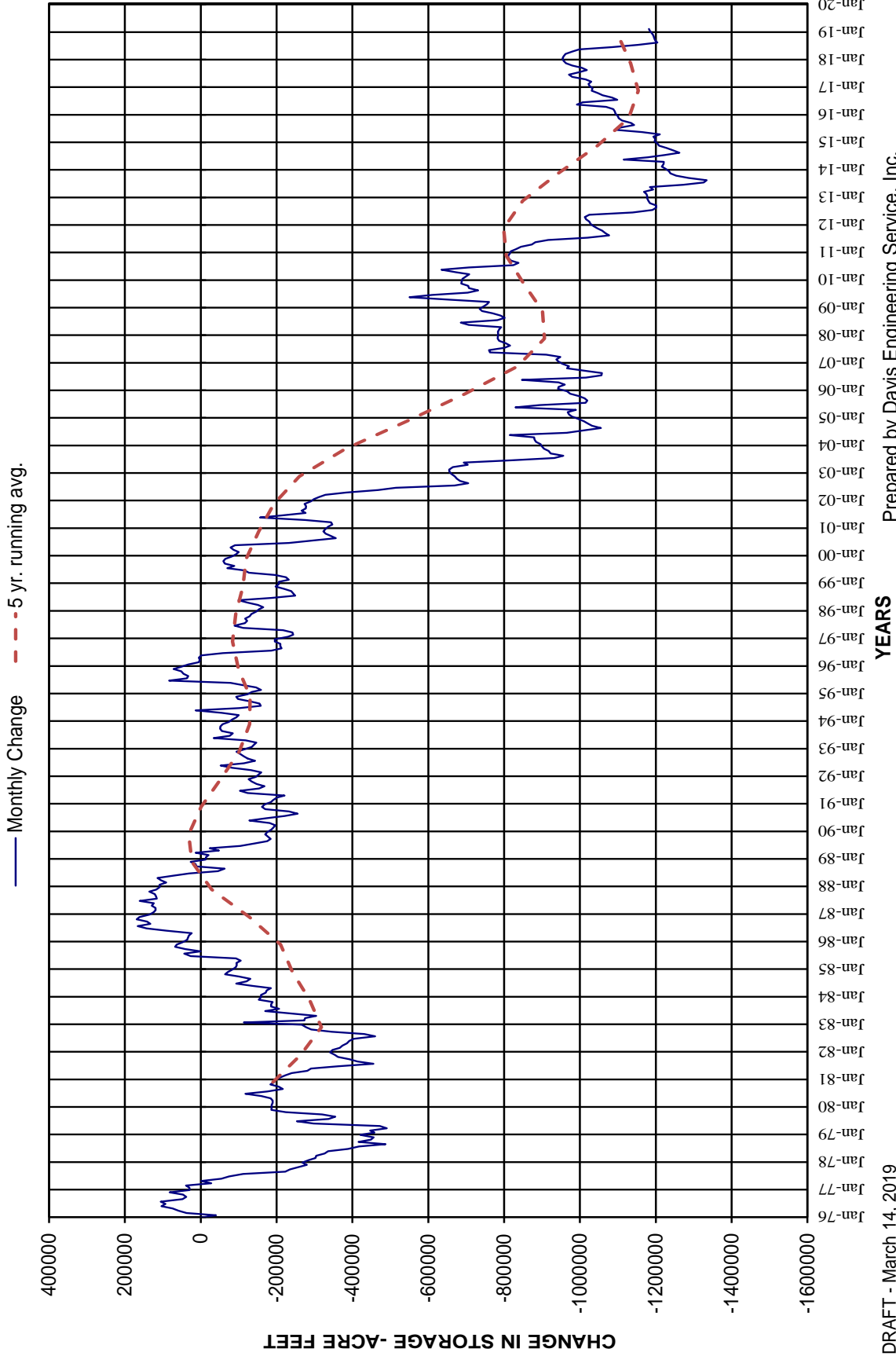
6/15/2018	40.41	7519.47	USBR
7/15/2018	41.31	7518.57	USBR
8/15/2018	41.65	7518.23	USBR
9/15/2018	41.57	7518.31	USBR
10/15/2018	41.70	7518.18	USBR
11/15/2018	41.59	7518.29	USBR
12/15/2018	41.42	7518.46	USBR
1/15/2019	41.23	7518.65	USBR
2/12/2019	41.15	7518.73	USBR
USGS 375011105575401, NA04200934DDD1			
EW-49U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	27.49	7532.74	USBR
2/15/2018	27.28	7532.95	USBR
3/15/2018	27.09	7533.14	USBR
4/15/2018	26.92	7533.31	USBR
5/15/2018	26.95	7533.28	USBR
6/15/2018	27.58	7532.65	USBR
7/15/2018	28.42	7531.81	USBR
8/15/2018	29.03	7531.20	USBR
9/2/2018	29.21	7531.02	USBR
9/15/2018	29.35	7530.88	USBR
10/15/2018	29.39	7530.84	USBR
11/15/2018	29.07	7531.16	USBR
12/15/2018	28.79	7531.44	USBR
1/15/2019	28.54	7531.69	USBR
2/12/2019	28.34	7531.89	USBR
USGS 375011105575402, NA04200934DDD2			
EW-49C			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.83609425 N	105.96537466 W	7560.23
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	27.44	7532.79	USBR
2/15/2018	27.23	7533.00	USBR
3/15/2018	27.04	7533.19	USBR
4/15/2018	26.90	7533.33	USBR
5/15/2018	27.11	7533.12	USBR
6/15/2018	28.21	7532.02	USBR
7/15/2018	29.33	7530.90	USBR
8/15/2018	29.36	7530.87	USBR
9/2/2018	29.96	7530.27	USBR
9/15/2018	29.57	7530.66	USBR
10/15/2018	29.36	7530.87	USBR
11/15/2018	29.02	7531.21	USBR
12/15/2018	28.75	7531.48	USBR
1/15/2019	28.48	7531.75	USBR
2/12/2019	28.27	7531.96	USBR
USGS 375100105554201, NA04200936AAA1			
EW-50U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.85032119 N	105.92892777 W	7550.93
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	32.34	7518.59	USBR
2/15/2018	32.14	7518.79	USBR
3/15/2018	31.94	7518.99	USBR
4/15/2018	31.73	7519.2	USBR

5/15/2018	31.69	7519.24	USBR
6/15/2018	31.99	7518.94	USBR
7/15/2018	32.66	7518.27	USBR
7/21/2018	32.82	7518.11	USBR
8/15/2018	33.34	7517.59	USBR
9/15/2018	33.54	7517.39	USBR
10/15/2018	33.40	7517.53	USBR
11/15/2018	33.19	7517.74	USBR
12/15/2018	32.99	7517.94	USBR
1/15/2019	32.75	7518.18	USBR
2/12/2019	32.57	7518.36	USBR
USGS 375100105554202, NA04200936AAA2			
EW-50C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
123.0	37.85032119 N	105.92892777 W	7550.93
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2018	30.34	7520.59	USBR
2/15/2018	30.03	7520.9	USBR
3/15/2018	29.76	7521.17	USBR
4/15/2018	30.14	7520.79	USBR
5/15/2018	32.61	7518.32	USBR
6/15/2018	36.82	7514.11	USBR
7/15/2018	41.69	7509.24	USBR
7/21/2018	41.76	7509.17	USBR
8/15/2018	36.49	7514.44	USBR
9/15/2018	32.65	7518.28	USBR
10/15/2018	31.95	7518.98	USBR
11/15/2018	31.50	7519.43	USBR
12/15/2018	31.16	7519.77	USBR
1/18/2019	30.76	7520.17	USBR
2/12/2019	30.55	7520.38	USBR
USGS 375155106105501, NA04200723CCC			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.86658420 N	106.18291630 W	7645.61
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	20.6	7625.01	USGS
2/7/2018	20.44	7625.17	USGS

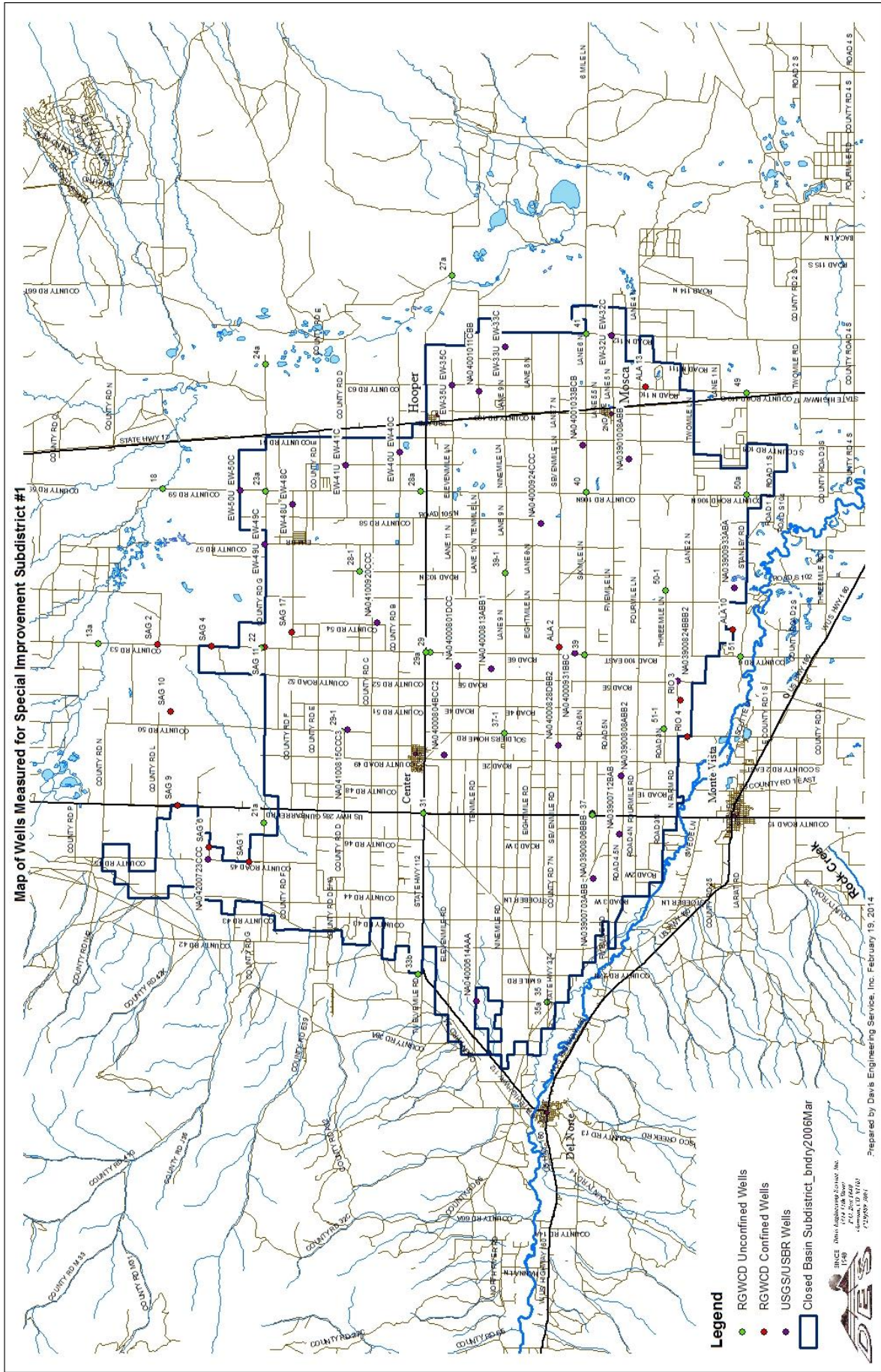
CHANGE IN UNCONFINED AQUIFER STORAGE WEST CENTRAL SAN LUIS VALLEY



DRAFT - March 14, 2019
Data through March 6, 2019

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

Map of Wells Measured for Special Improvement Subdistrict #1



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



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

Appendix K

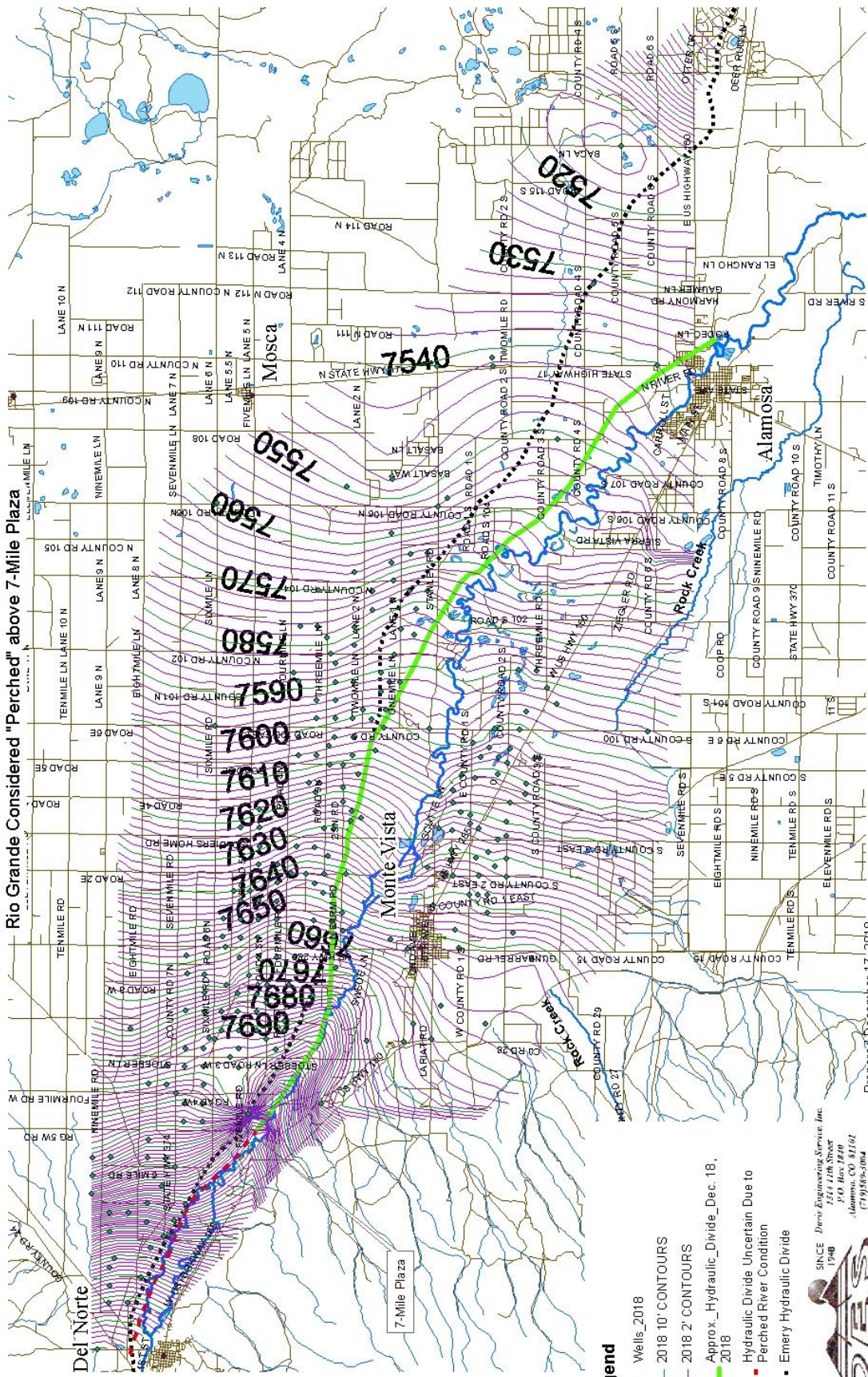
Hydraulic Divide Study

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

Appendix K contains maps showing the results of groundwater measurements collected during spring 2018. These maps include interpreted groundwater elevation contours and vectors showing direction of groundwater flow. If a well-defined divide lying northerly of the Rio Grande exists, groundwater flow vectors would indicate a groundwater flow from the divide along the southerly side toward the river and on the northerly side toward the Closed Basin. The groundwater flow vectors do not provide evidence of a well-defined divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the divide is shown on the maps prepared from the 2019 groundwater measurements. The approximate divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in Appendix K.

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

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



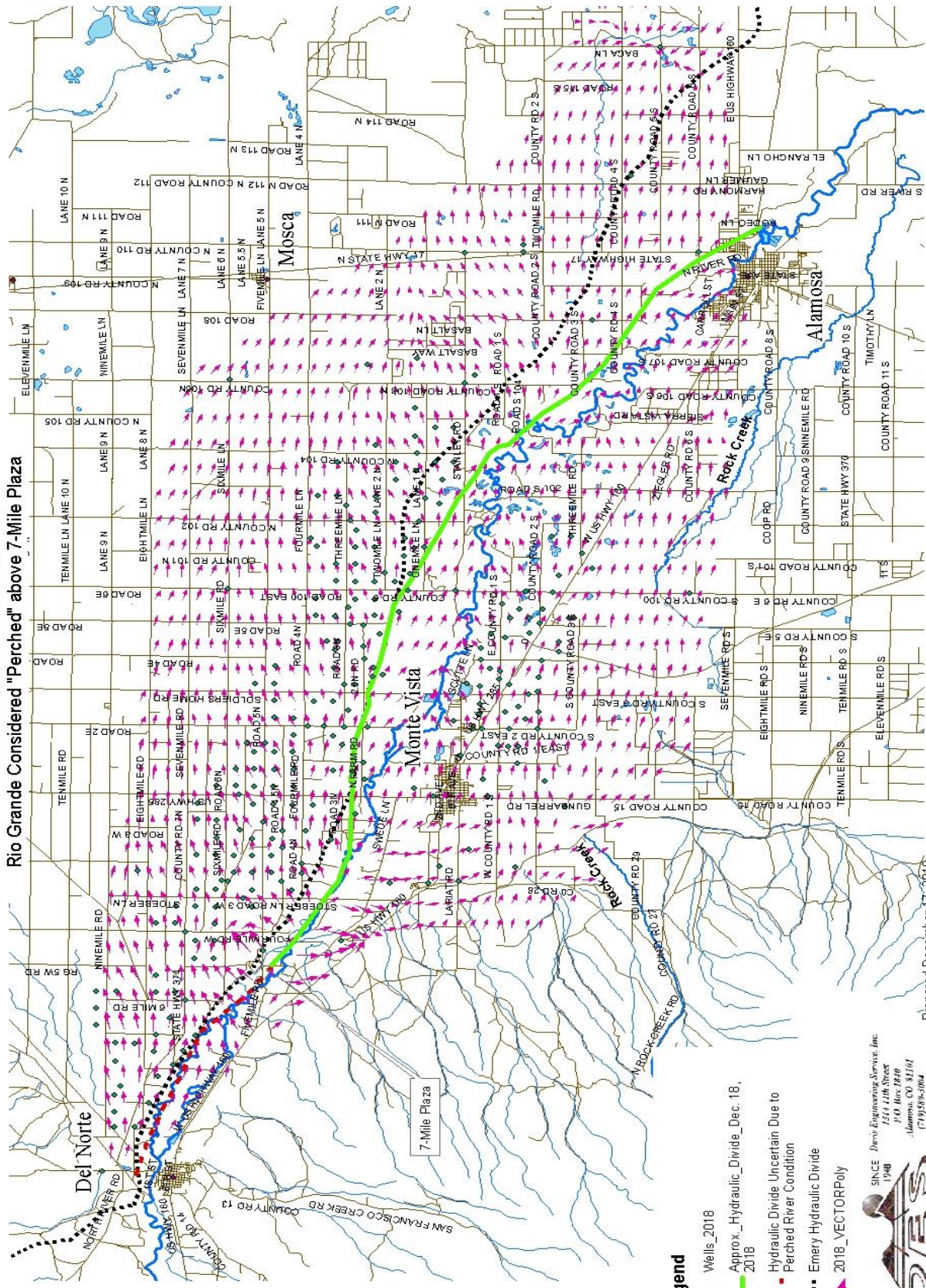
- Legend**
- ◆ Wells_2018
 - 2018 10' CONTOURS
 - 2018 2' CONTOURS
 - Approx. Hydraulic_Divide_Dec. 18, 2018
 - Hydraulic Divide Uncertain Due to
 - Perched River Condition
 - Emery Hydraulic Divide

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

Prepared December 17, 2018

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

Rio Grande Considered "Perched" above 7-Mile Plaza



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

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Prepared December 17, 2018

Appendix L

CREP Parcels in Subdistrict – Permanent

Fallowed for 2019 ARP	Section						² Current Year Diversions & CU
CREP - Permanent	Description of elligibility for program: Irrigated cropland must meet all land CRP cropland eligibility requirements as established in National CRP Directives; must have been irrigated with ground water or surface water at a rate of not less than ½ acre-foot per acre for 4 out of 6 years 2008 - 2013; must have been irrigated with not less than ½ acre-foot per acre for the planting of an irrigated crop within 24 months prior to submission of an offer; must be physically and legally capable of being irrigated in a normal manner when offered for enrollment; must have water rights that are in good standing and must be owned or controlled by the cropland owner. Surface water historically diverted and/or assigned to the parcel containing the enrolled CREP acres must continue to be diverted for recharge in a manner legally accepted by the State Engineer on the parcel or in close proximity at an approved Subdistrict location.						
Contract Identifier	8.1 Appendix L	Legal Description	Contract Term (yrs)	First/Last Contract Yrs	Acres	Water Rights	2018 (af)
<u>ALA #6</u>		SW 24-39-9	Permanent	15	126	2005950,2005951,2005955 SLVC 51.00	0
<u>ALA #15</u>		SW 31-39-10	Permanent	15	67	2014274,2014107,2005512,2005448 SLVC 52.00	0
<u>ALA #3</u>		NE 8-40-10	Permanent	15	124.9	2013956 SLVID 155.00	0
<u>ALA# 7</u>		NE 6-38-10	Permanent	15	119.5	2014091,2006322,2006321,2014092 SLVC 75.00	0
<u>ALA #8</u>		SE 6-38-10	Permanent	15	119.2	2006327,2006328 SLVC 75.00	0
<u>ALA# 9</u>		SW 6-38-10	Permanent	15	121.1	2006325,2006326	0
<u>ALA #10</u>		NE 8-38-10	Permanent	15	118.1	2006332, 2006331	0
<u>ALA #12</u>		NE 7-39-11	Permanent	15	122.8	2006684,2006685,2006686 Prairie 2.00	0
<u>ALA#17</u>		SE 8-40-10	Permanent	15	118.6	2005098 SLVID 149.00	0
<u>ALA#18</u>		SW 8-40-10	Permanent	15	122	2008177,2008178, 2013955 SLVID 160.00	0
<u>SAG #6</u>		NE 23-42-7	Permanent	15	114.1	2705248 RGC 5.00	0
<u>ALA#22</u>		SE 24-39-9	Permanent	15	121	2006005,2006656,2005171,2006655 SLVC 26.00	0
<u>ALA#23</u>		NW 6-38-10	Permanent	15	124.66	2006323,2006324,2014088	0
<u>ALA#25</u>		SE 25-39-9	Permanent	15	80	2008223,2008224,2008225,2014054 SLVC 50:00	0
<u>ALA#26</u>		NW 1/4 20-39-10	Permanent	15	110	2005476, 2005537, 2005538, 2014266	0
<u>ALA#27</u>		NE 1/4 20-39-10	Permanent	15	110	2005769,2005770,2005771,2014270 46341-F	0
<u>ALA#28</u>		SE 1/4 20-39-10	Permanent	15	110	2005766,2005767,2005768,2014267,2014268	0
<u>ALA#29</u>		NE 1/4 3-39-9	Permanent	15	92.9	2008439	0
<u>ALA#30</u>		NW 1/4 3-39-9	Permanent	15	122.3	2009992	0
<u>ALA#31</u>		SW 1/4 3-39-9	Permanent	15	94	2008440, 2008441	0
<u>RG #4</u>		N 1/2 N 1/2 23-39-8	Permanent	15	149.8	2005121, 2008772 RGC 20	0
<u>ALA#32</u>		SE 1/4 23-39-9	Permanent	15	123	2009197, 2014045, 2014046	0
<u>ALA#33</u>		NE 1/4 24-39-9	Permanent	15	126	2006003, 2006004, 2006653, 2006654, 2014311	0
<u>ALA#34</u>		NW 1/4 24-39-9	Permanent	15	126	2005952, 2005953, 2005954	0
<u>ALA#38</u>		SE 5-38-10	Permanent	15	121.3	2006335, 2006336, 2014086, 2014087	0
<u>ALA#39</u>		NE 5-38-10	Permanent	15	120.5	2006337, 2006338, 2014081, 2014082	0
				Total	3004.76		

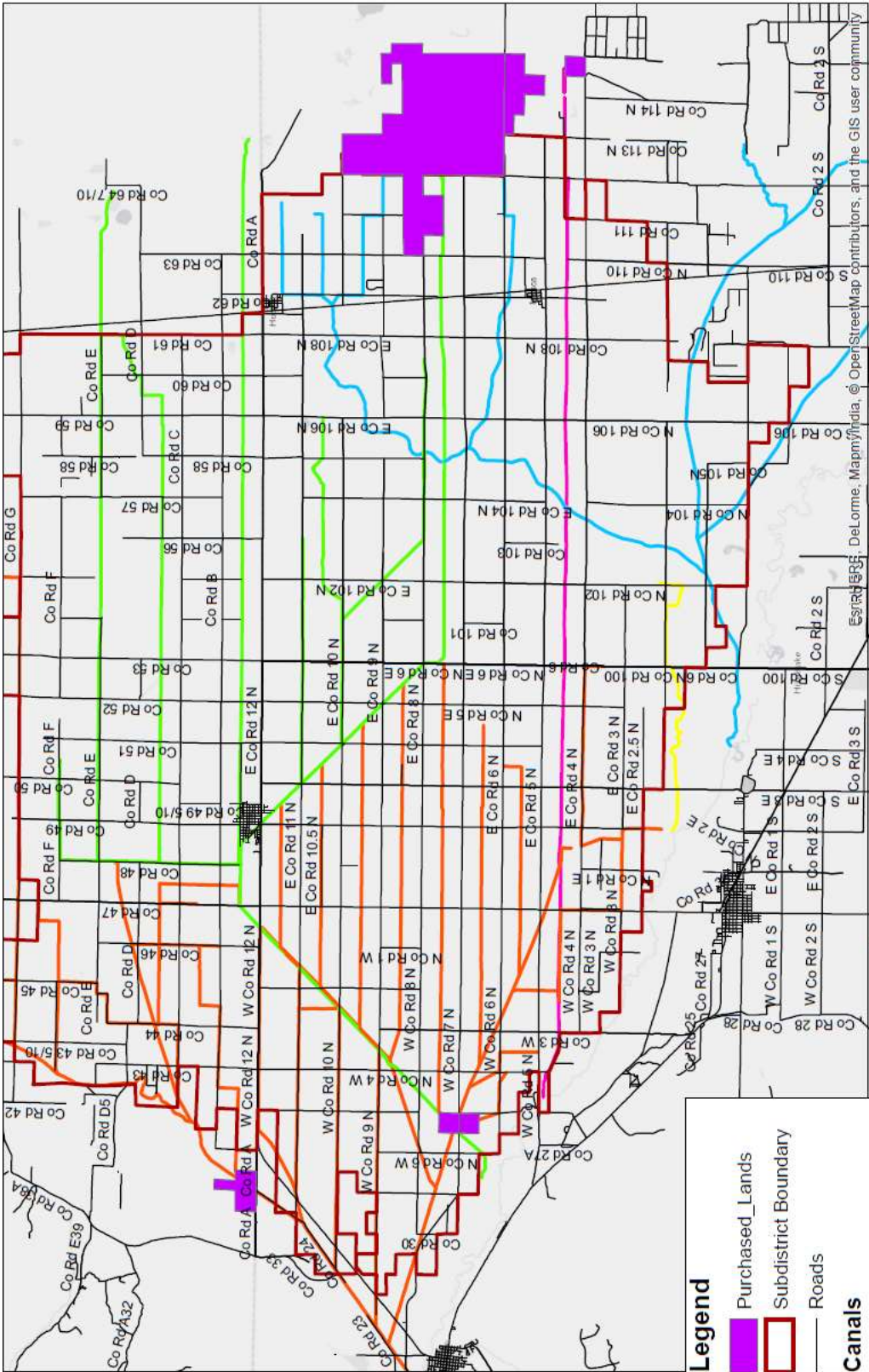
CREP Parcels in Subdistrict – Temporary

CREP - Temporary							
Description of eligibility for program: See "CREP - Permanent" description							
Contract Identifier	8.1 Appendix L	Legal Description	Contract Term (yrs)	First/Last Contract Yrs	Acres	Water Rights	2018 (af)
<u>ALA#2</u>		NW 23-39-9	Temporary	15	120	2005642,2005643, 2014474 SLVC61.00	0
<u>ALA#11</u>		NW 12-40-10	Temporary	15	121.5	2006153,2013962 SLVC 84.00	0
<u>RG#1</u>		NW 6-40-8	Temporary	15	130	2006478,2008677,2008678, 2012887 RGC 10.00	0
<u>RG#2</u>		SE 10-39-9	Temporary	15	120.4	2005857,2008391	0
<u>SAG#1</u>		NW 9-41-8	Temporary	15	144	2705519, 2706148 SLVID 160.00	0
<u>SAG#2</u>		NE 9-41-8	Temporary	15	144	2705126 SLVID 160.00	0
<u>SAG#3</u>		S1/2 NE, NE NE 15-41-7, NW 14-41-7	Temporary	15	210	2705342,2706196, 2706195	0
<u>SAG#4</u>		S 1/2 NW 15-41-7	Temporary	15	60	2705341, 2706195	0
<u>ALA#16</u>		SW 13-40-9	Temporary	15	124	2008155,2008156 SLVID 160.00	0
<u>SAG#5</u>		NE 19-41-10	Temporary	15	84.2	Contract Terminated	0
<u>ALA#19</u>		SE 36-40-10	Temporary	15	120	2008129,2008130, 2014244	0
<u>SAG#7</u>		N2 SE4 & NE4 17-41-7	Temporary	15	172.09	2705318 RGC SpW 1125.21	0
<u>ALA#21</u>		NE 31-40-10	Temporary	15	129	2005921,2005941,2006283,2006525 SLVC 125.00	0
<u>ALA#24</u>		NW 5-38-10	Temporary	15	120.97	2006335,2006336,2014086,2014087	0
<u>SAG#8</u>		SW 33-41-7	Temporary	15	113	2012537,2014288 RGC 15.00	0
<u>SAG#9</u>		NW 1/4 & N 1/2 SW 1/4 16-41-7	Temporary	15	191	2706253,2705317 RGC 10.00	0
<u>SAG#10</u>		SE 5-41-7	Temporary	15	116.5	2705186,2705328 RGC SpW 50.0'	0
<u>SAG#11</u>		SE 14-41-7	Temporary	15	120	2705054 RGC 14.5	0
<u>SAG#12</u>		NE 1/4 22-41-7	Temporary	15	120	2706014 RGC 20	0
<u>SAG#13</u>		SW 1/4 11-41-7	Temporary	15	124	2706246 RGC SpW 20%	0
<u>RG#3</u>		NW 1/4 & N/2 SW 1/4 5-39-7	Temporary	15	139.9	2005886, 2005868 RGC 35	0
<u>RG#7</u>		SE 1/4 31-40-7	Temporary	15	122	2005595 RGC 15	0
<u>RG#8</u>		NE 1/4 19-39-8	Temporary	15	123.32	2013377, 2013618 RGC 20	0
<u>ALA#35</u>		SW 1/4 23-40-9	Temporary	15	122	2005133, 2005533 SLVID 160.00	0
<u>SAG#14</u>		SW 1/4 24-41-7	Temporary	15	120	2705344 RGC 10	0
<u>ALA#36</u>		SW 16-40-9	Temporary	15	113.92	2009113	0
<u>SAG#15</u>		SE 4-41-7	Temporary	15	122.4	2705067, 2705068, 2705523 RGC 15	0
<u>SAG#16</u>		SW 4-41-7	Temporary	15	123.4	2705069, 2705070 RGC 15	0
<u>ALA#37</u>		NW 1-40-9	Temporary	15	106	2005774, 2005775 SLVID 160.00	0
<u>SAG#17</u>		SE 24-42-8	Temporary	15	120	2705293 RGC 25	0
<u>SAG#18</u>		SW 24-42-8	Temporary	15	120.35	2705290 RGC 30.00	0
<u>SAG#19</u>		SE 33-42-7	Temporary	15	114.32	2705224 RGC 10.00	0
<u>SAG#20</u>		SW 34-42-7	Temporary	15	124.78	2705225 RGC 7.00	0
<u>SAG#21</u>		SE 34-42-7	Temporary	15	125.58	2705225 RGC 7.00	0
<u>SAG#22</u>		NE 33-42-7	Temporary	15	119.3	2705224 RGC 10.00	0
<u>SAG#23</u>		SE 10-41-7	Temporary	15	123	2705197, 2705359 RGC SpW 20%	0
<u>SAG#24</u>		NE 22-42-7	Temporary	15	125.15	2705246, 2706237 RGC 15.00	0
<u>SAG#25</u>		SW 3-41-7	Temporary	15	126.1	2705006, 2705790 RGC 20.00	0
<u>SAG#26</u>		NE 4-41-7	Temporary	15	125.5	2705184 RGC 20.00	0
<u>SAG#27</u>		NW 3-41-7	Temporary	15	126.3	2705185, 2705356 RGC 10.00	0
<u>SAG#28</u>		NW 4-41-7	Temporary	15	53.6	2705327 RGC 7.00	0
<u>SAG#29</u>	2019	NE 20-40-7	Temporary	15	112.81	2013784 RGC 10	223.33
<u>RG#9</u>	2019	SW 1/4 33-40E-7E	Temporary	15	118.36	2006376, 1006375 RGC 10	222.27
<u>RG#10</u>	2019	SE 1/4 29-40E-7E	Temporary	15	120	2005127, 2005168 RGC 10	287.65
<u>SAG#30</u>	2019	SW SE 34-42-7	Temporary	15	126.95	2705259, 2705021, 2705020 RGC 10	143.99
<u>SAG#31</u>	2019	NW NE 34-42-7	Temporary	15	118.9	2706194 RCG 10 SM 10	221.89
				Total	5678.6		1099.13

Fallow Parcels in Subdistrict – Temporary

4 Year, 2 Year, 1 Year Fallow Program							
Description of eligibility for program: Subdistrict No. 1 acting through its Water Activity Enterprise agreed to compensate a Contractor at the rates stated in contract, in return for no groundwater or surface water irrigation use on a parcel of irrigated land for each year the contract is in effect. This program allows for flexibility to producer rotating which field is fallowed and requires a cover crop to help prevent soil erosion and different options for amount of time the land is set aside. This program continues to get favorable feedback and enrollment continues to increase.							
Contract Identifier	8.3	Legal Description	Contract Term (yrs)	First/Last Contract Yrs	Acres	Water Rights	2018 (af)
Fallow Parcel 01		NE 1/4 25-40-7	4	2018	115	2705499, 2706226	0
Fallow Parcel 02		SW 1/4 5-38-10	4	2018	126	2006339, 2014084, 2014083, 2006340, 2014085	0
Fallow Parcel 03		NE1/4 35-39-9	4	2018	126	2008041, 2008042, 2014477	0
Fallow Parcel 04		NW 1/4 33-41-7	4	2018	120	2706257, 2011125, 2005062	0
Fallow Parcel 05		NE 1/4 13-40-6	4	2018	130	2005399	0
Fallow Parcel 06		SW 1/4 13-40-6	4	2018	120	2005398	0
Fallow Parcel 07		NE 1/4 19-41-10	4	2018	84.2	2705546	0
Fallow Parcel 08		SW1/4 16-39-10	4	2018	120	2006288, 2006289, 2013558, 2014265	0
Fallow Parcel 09		NW1/4 32-42-10	4	2018	126	2705223, 2706223	0
Fallow Parcel 10		NE 1/4 17-39-10	4	2019	120	2005468, 2005515	0
Fallow Parcel 11		NW 1/4 10-41-9	1	2019	120	2705106	0
Fallow Parcel 12		NE 1/4 10-41-9	1	2019	120	2705471	0
Fallow Parcel 13		SE 1/4 3-41-9	1	2018	123	2705112, 2706284	0
Fallow Parcel 14		SE 1/4 3-41-9	1	2019	122.78	2706284, 2705112	0
Fallow Parcel 15		SW1/4NW1/4 11-40-7	4	2019	106	2005461, 2005497	0
Fallow Parcel 16		NE1/4NW1/4 13-42-7	4	2019	120	2705240	0
Fallow Parcel 17		SW1/4NW1/4 25-40-6	4	2019	115	2012648, 2012647	0
Fallow Parcel 18		SE1/4SE1/4 19-40-7	4	2019	45	2014256	0
Fallow Parcel 19		SE1/4 3-41-9	2	2019	120	2705113	0
Fallow Parcel 20		NW1/4 21-41-8	2	2019	120	2705517	0
Fallow Parcel 21		SW1/4 3-41-8	4	2019	120	2705138	0
Fallow Parcel 22		NE1/4 01-41-8	2	2019	120	2705131, 2706259	0
Fallow Parcel 23		NW1/4 1-41-8	2	2019	140	2705137, 2705130	0
				Total	2678.98		0

APPENDIX M



Legend

- Purchased_Lands
- Subdistrict Boundary
- Roads
- BILLINGS UNION CNL
- FARMERS UNION CNL
- PRAIRIE D
- RIO GRANDE CNL
- SAN LUIS VALLEY CNL



Permanent Land Purchases for Subdistrict No. 1

Rio Grande Water Conservation District
 8805 Independence Way
 Alamosa, CO 81101
 Prepared on 1/11/2018

Esri, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

APPENDIX M

Permanent Land Purchases							
Contract Identifier	8.2 Appendix M	Legal Description	Contract Term (yrs)	First/Last Contract Yrs	Acres	Water Rights	2018 (af)
McConnell		SE 1/4 30-40-7	Permanent	2013	155	2009118	0
						7 shares RG Canal	
		NE 1/4 31-40-7			160	2010234	0
						15 shares RG Canal	
White/Lacy		SW 1/4 35-41-6	Permanent	2013	391	2013744, 2013745	0
						10 shares RG Canal	
		SW 1/4 W 1/2 NW 1/4 36-41-6				No Well	0
						20 shares RG Canal	
Medano Property		NE 1/4 NW 1/4 18-40-11	Permanent	2017	7996	2011299	0
		S 1/2 23-40-10				2006019	0
		S 1/2 24-40-10				2006020, 2006021	0
		NE 1/4 4-39-11 W 1/2 4-39-11				No Well	0
						1000 shares SLV Canal	
						7 quarters SLVID	
				Total	8702		0

APPENDIX N

March 5, 2019

RGWCD GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE AND CENTENNIAL DITCH COMPANY RESOLUTION

Whereas: The Rio Grande Water Conservation District staff have presented the Board of Directors of the Centennial Ditch Company with a request to allow the Centennial Ditch to be used as a carrier for replacement water under Subdistrict Annual Operating Plans.

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

Whereas: Under these conditions, the Rio Grande may be dry below the Excelsior Ditch headgate. In this circumstance it would be difficult to meet replacement obligations under the Annual Operating Plan to replace injurious depletions below the Excelsior Ditch and extending to the Lobatos gaging station with releases from upstream reservoirs.

Whereas: If the Centennial Ditch allows Subdistricts 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 the Subdistricts, has offered compensation to the Centennial Ditch Company for this occasional use of the Centennial Ditch which the Board of Directors found acceptable.

Whereas: The Subdistricts 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: The Subdistricts 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: The Subdistricts 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 the Subdistricts and by accepting this proposal does not commit or guarantee any future agreements with Subdistricts Unless extended by mutual agreement of the District and the Centennial Ditch Company, this agreement will end April 30, 2020.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistricts to comply with the Annual Operating Plans.

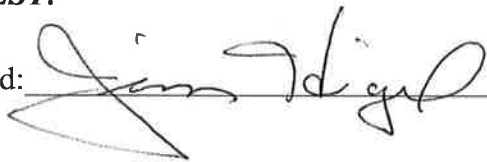
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Subdistrict of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Operating Plans and subject to the terms set forth above. The Centennial Ditch Company and the Subdistricts will work together to accomplish the terms of this agreement.

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

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this 5 day of March, 2019.

ATTEST:

Signed:



Date:

3-5-19