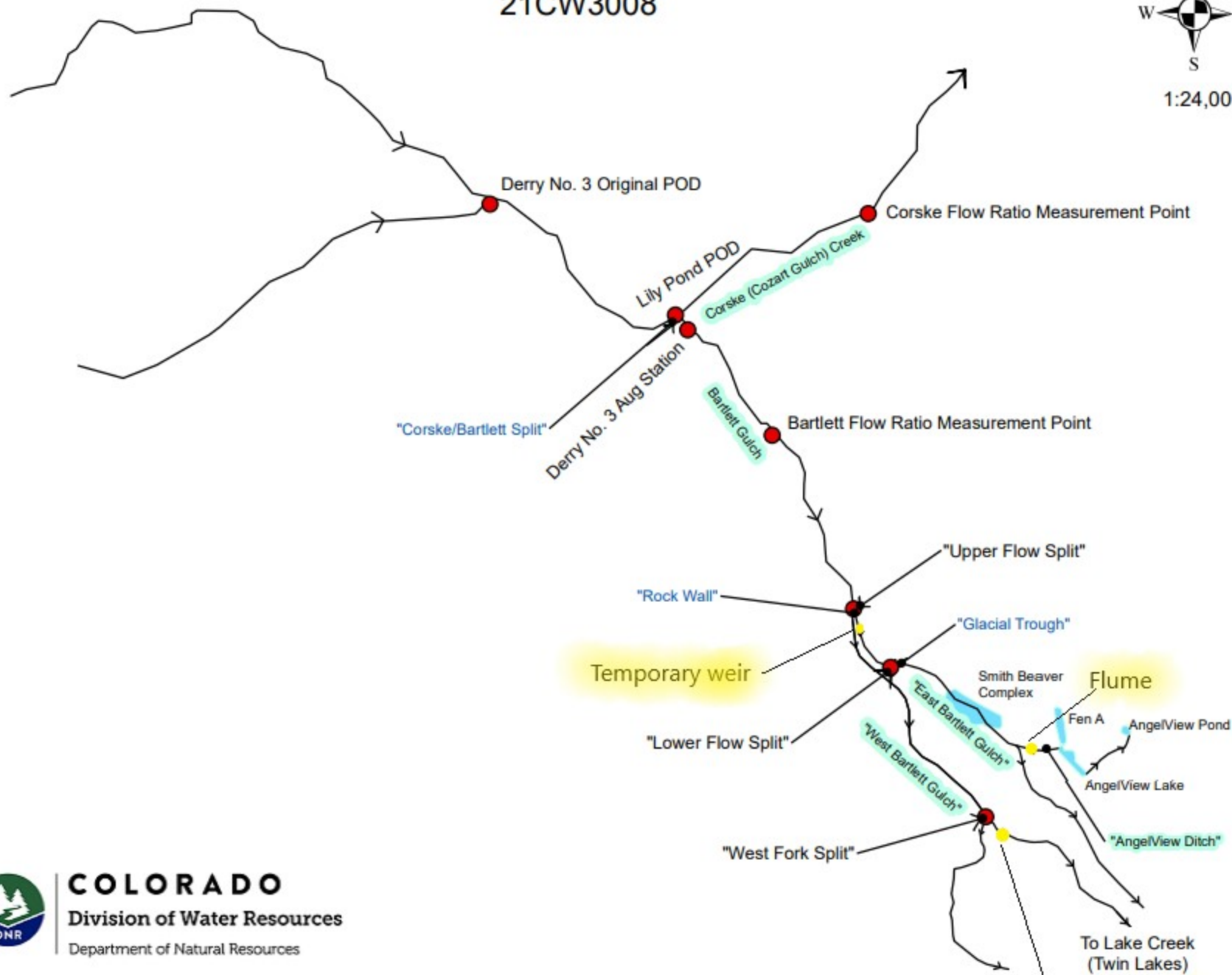


AngelView Line Diagram 21CW3008



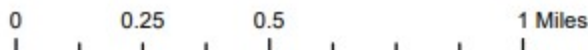
1:24,000



COLORADO
Division of Water Resources
Department of Natural Resources

Projection: Universal Transverse
Mercator, Zone 13, North American
Datum 1983, Meters

November 17, 2022



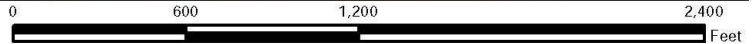
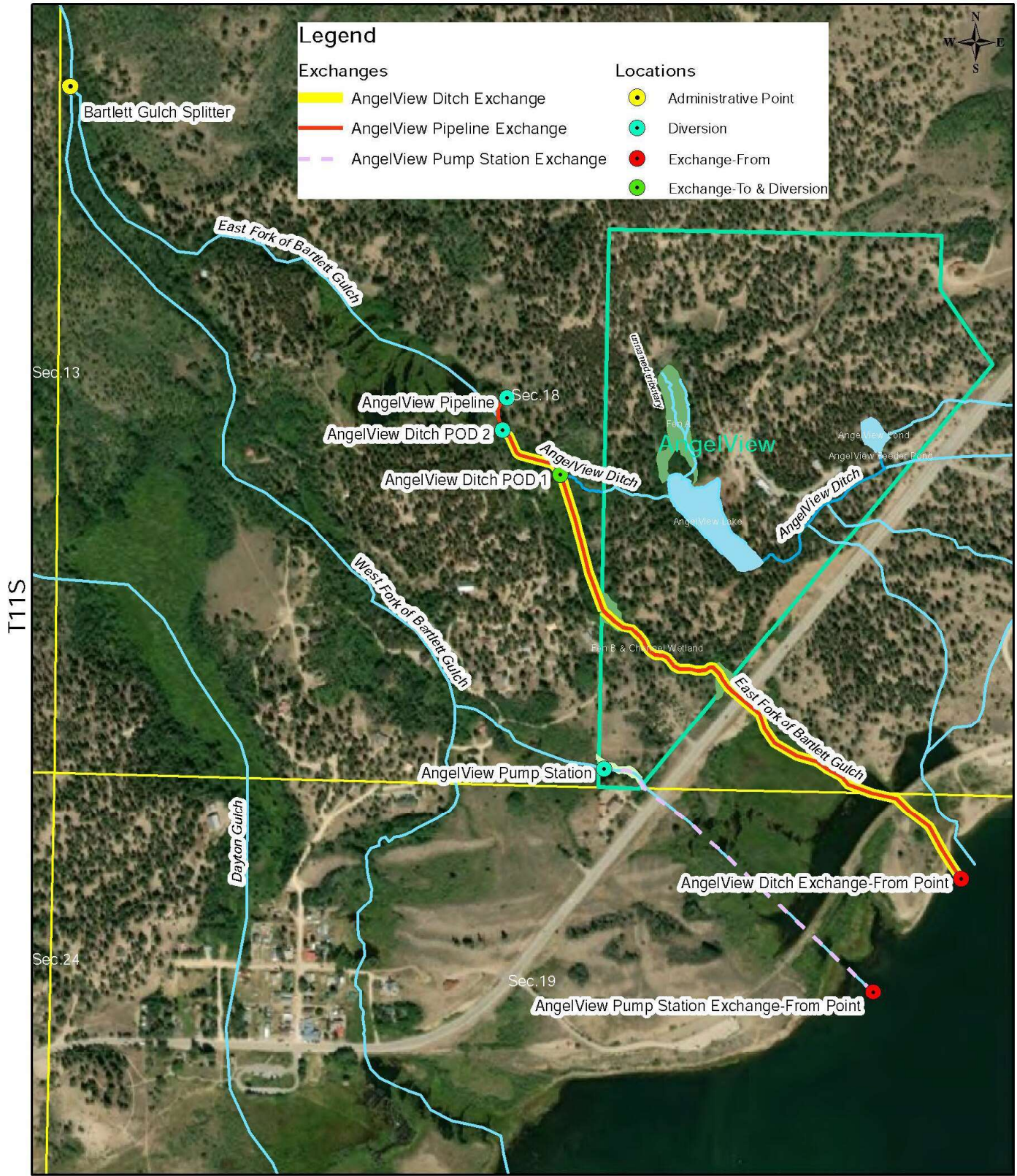
Temporary weir

R80W



Legend

Exchanges		Locations	
	AngelView Ditch Exchange		Administrative Point
	AngelView Pipeline Exchange		Diversion
	AngelView Pump Station Exchange		Exchange-From
			Exchange-To & Diversion



Coordinate System: NAD 1983 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1983
 Scale: 1:8,000

Job No.:	904.3
Date:	7/26/2023
Drawn:	CML
Checked:	

AngelView LLC
 Case No. 21CW3008(A)

Exhibit A
 Site Map



538 Commons Drive
 Golden, CO 80401
 (303) 526-2600
 www.martinandwood.com

Table 2
Evaporation

SB120 Evaporation Tables
 Twin Lakes Reservoir
 Above 6500 feet

AngelView Pond, AngelView Feeder Pond, and AngelView Ditch

Temp Adj@ 3.6 °F/1000 ft

Total Evaporation = 38.73 inches
 Total Precipitation = 0 inches
 Surface Area = 0.435 acres

Station Elevation (ft) 9235.78
 Site 9360
 Temp. Adj 0.45 °F

Month	Evaporation Distribution		Climate Station Precipitation Distribution		Site Effective Precipitation Distribution	Net Depletion without Ice Cover Credit	Temperature °F	Adjusted Temperature °F	Net Depletion with Ice Cover Credit	Total Depletion without Ice Cover Credit	Total Depletion with Ice Cover Credit
	%	(in.)	(in.)	%	(in.)	(in.)			(in.)	(A-F)	(A-F)
Jan	1.0	0.39	0.34	4.0%	0.00	0.39	18.31	17.86	0.00	0.01	0.00
Feb	3.0	1.16	0.35	4.2%	0.00	1.16	19.38	18.93	0.00	0.04	0.00
Mar	6.0	2.32	0.54	6.5%	0.00	2.32	25.75	25.30	0.00	0.08	0.00
Apr	9.0	3.49	0.63	7.5%	0.00	3.49	33.02	32.58	3.49	0.13	0.13
May	12.5	4.84	0.88	10.5%	0.00	4.84	42.79	42.34	4.84	0.18	0.18
Jun	15.5	6.00	0.79	9.4%	0.00	6.00	52.28	51.83	6.00	0.22	0.22
Jul	16.0	6.20	1.33	15.8%	0.00	6.20	57.88	57.44	6.20	0.22	0.22
Aug	13.0	5.03	1.28	15.3%	0.00	5.03	55.98	55.54	5.03	0.18	0.18
Sep	11.0	4.26	0.85	10.1%	0.00	4.26	49.27	48.83	4.26	0.15	0.15
Oct	7.5	2.90	0.66	7.9%	0.00	2.90	39.50	39.05	2.90	0.11	0.11
Nov	4.0	1.55	0.34	4.1%	0.00	1.55	28.73	28.28	0.00	0.06	0.00
Dec	1.5	0.58	0.40	4.7%	0.00	0.58	20.35	19.90	0.00	0.02	0.00
Total	100.0	38.73	8.38	100.0%	0.00	38.73			32.73	1.40	1.19

Table 3
Evaporation

SB120 Evaporation Tables
 Twin Lakes Reservoir
 Above 6500 feet

AngelView Lake

Temp Adj@ 3.6 °F/1000 ft

Total Evaporation = 38.73 inches
 Total Precipitation = 11.78 inches
 Surface Area = 1.768 acres

Station Elevation (ft) 9235.78
 Site 9360
 Temp. Adj 0.45 °F

Month	Evaporation Distribution		Climate Station Precipitation Distribution		Site Effective Precipitation Distribution	Net Depletion without Ice Cover Credit	Temperature °F	Adjusted Temperature °F	Net Depletion with Ice Cover Credit	Total Depletion without Ice Cover Credit	Total Depletion with Ice Cover Credit
	%	(in.)	(in.)	%	(in.)	(in.)			(in.)	(in.)	(A-F)
Jan	1.0	0.39	0.34	4.0%	0.33	0.06	18.31	17.86	0.00	0.01	0.00
Feb	3.0	1.16	0.35	4.2%	0.35	0.81	19.38	18.93	0.00	0.12	0.00
Mar	6.0	2.32	0.54	6.5%	0.54	1.79	25.75	25.30	0.00	0.26	0.00
Apr	9.0	3.49	0.63	7.5%	0.62	2.86	33.02	32.58	2.86	0.42	0.42
May	12.5	4.84	0.88	10.5%	0.86	3.98	42.79	42.34	3.98	0.59	0.59
Jun	15.5	6.00	0.79	9.4%	0.78	5.23	52.28	51.83	5.23	0.77	0.77
Jul	16.0	6.20	1.33	15.8%	1.31	4.89	57.88	57.44	4.89	0.72	0.72
Aug	13.0	5.03	1.28	15.3%	1.26	3.77	55.98	55.54	3.77	0.56	0.56
Sep	11.0	4.26	0.85	10.1%	0.83	3.43	49.27	48.83	3.43	0.50	0.50
Oct	7.5	2.90	0.66	7.9%	0.65	2.26	39.50	39.05	2.26	0.33	0.33
Nov	4.0	1.55	0.34	4.1%	0.33	1.21	28.73	28.28	0.00	0.18	0.00
Dec	1.5	0.58	0.40	4.7%	0.39	0.19	20.35	19.90	0.00	0.03	0.00
Total	100.0	38.73	8.38	100.0%	8.25	30.48			26.42	4.49	3.89

Table 3.2
AngelViewPonds Stage-Area-Capacity Tables

AngelView Lake

Depth (feet)	Area (acres)	Capacity (acre-feet)
0	0.00	0.00
0.1	0.01	0.00
0.2	0.02	0.00
0.3	0.02	0.00
0.4	0.03	0.01
0.5	0.04	0.01
0.6	0.05	0.01
0.7	0.06	0.02
0.8	0.06	0.03
0.9	0.07	0.03
1	0.08	0.04
1.1	0.09	0.05
1.2	0.10	0.06
1.3	0.11	0.07
1.4	0.11	0.08
1.5	0.12	0.09
1.6	0.13	0.10
1.7	0.14	0.12
1.8	0.15	0.13
1.9	0.15	0.15
2	0.16	0.16
2.1	0.17	0.18
2.2	0.18	0.20
2.3	0.18	0.22
2.4	0.19	0.24
2.5	0.20	0.25
2.6	0.21	0.27
2.7	0.21	0.30
2.8	0.22	0.32
2.9	0.23	0.34
3	0.23	0.36
3.1	0.24	0.39
3.2	0.25	0.41
3.3	0.26	0.44
3.4	0.26	0.46
3.5	0.27	0.49
3.6	0.28	0.52
3.7	0.28	0.54
3.8	0.29	0.57
3.9	0.30	0.60
4	0.31	0.63
4.1	0.32	0.66
4.2	0.34	0.70
4.3	0.35	0.73
4.4	0.36	0.77
4.5	0.37	0.80
4.6	0.38	0.84
4.7	0.39	0.88

AngelView Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
0	0.00	0.00
0.1	0.00	0.00
0.2	0.00	0.00
0.3	0.01	0.00
0.4	0.01	0.00
0.5	0.01	0.00
0.6	0.01	0.00
0.7	0.01	0.00
0.8	0.01	0.01
0.9	0.02	0.01
1	0.02	0.01
1.1	0.02	0.01
1.2	0.02	0.01
1.3	0.02	0.02
1.4	0.03	0.02
1.5	0.03	0.02
1.6	0.03	0.02
1.7	0.03	0.03
1.8	0.03	0.03
1.9	0.03	0.03
2	0.04	0.04
2.1	0.04	0.04
2.2	0.04	0.04
2.3	0.04	0.05
2.4	0.04	0.05
2.5	0.05	0.06
2.6	0.05	0.06
2.7	0.05	0.07
2.8	0.05	0.07
2.9	0.05	0.08
3	0.06	0.08
3.1	0.06	0.09
3.2	0.06	0.09
3.3	0.06	0.10
3.4	0.06	0.11
3.5	0.07	0.11
3.6	0.07	0.12
3.7	0.07	0.13
3.8	0.07	0.13
3.9	0.07	0.14
4	0.08	0.15
4.1	0.08	0.16
4.2	0.08	0.16
4.3	0.08	0.17
4.4	0.08	0.18
4.5	0.08	0.19
4.6	0.09	0.20
4.7	0.09	0.21

AngelView Feeder Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
0	0.014	0.000
0.1	0.014	0.001
0.2	0.014	0.003
0.3	0.014	0.004
0.4	0.014	0.005
0.5	0.014	0.007
0.6	0.014	0.008
0.7	0.014	0.010
0.8	0.014	0.011
0.9	0.014	0.012
1	0.014	0.014
1.1	0.014	0.015
1.2	0.014	0.017
1.3	0.014	0.018
1.4	0.014	0.019
1.5	0.014	0.021
1.6	0.014	0.022
1.7	0.014	0.024
1.8	0.014	0.025
1.9	0.014	0.026
2	0.014	0.028
2.1	0.014	0.029
2.2	0.014	0.031
2.3	0.014	0.032
2.4	0.014	0.034
2.5	0.014	0.035
2.6	0.014	0.036
2.7	0.014	0.038
2.8	0.014	0.039
2.9	0.014	0.041
3	0.014	0.042
3.1	0.014	0.043
3.2	0.014	0.045
3.3	0.014	0.046
3.4	0.014	0.048
3.5	0.014	0.049
3.6	0.014	0.050
3.7	0.014	0.052
3.8	0.014	0.053
3.9	0.014	0.055
4	0.014	0.056
4.1	0.014	0.057
4.2	0.014	0.059
4.3	0.014	0.060
4.4	0.014	0.062
4.5	0.014	0.063
4.6	0.014	0.064
4.7	0.014	0.066

Table 3.2
AngelViewPonds Stage-Area-Capacity Tables

AngelView Lake

Depth (feet)	Area (acres)	Capacity (acre-feet)
4.8	0.41	0.92
4.9	0.42	0.96
5	0.43	1.00
5.1	0.44	1.05
5.2	0.45	1.09
5.3	0.46	1.14
5.4	0.47	1.18
5.5	0.49	1.23
5.6	0.50	1.28
5.7	0.51	1.33
5.8	0.52	1.38
5.9	0.53	1.44
6	0.55	1.49
6.1	0.56	1.54
6.2	0.57	1.60
6.3	0.58	1.66
6.4	0.60	1.72
6.5	0.61	1.78
6.6	0.62	1.84
6.7	0.64	1.90
6.8	0.65	1.97
6.9	0.66	2.03
7	0.67	2.10
7.1	0.69	2.17
7.2	0.70	2.24
7.3	0.71	2.31
7.4	0.73	2.38
7.5	0.74	2.45
7.6	0.75	2.53
7.7	0.76	2.60
7.8	0.78	2.68
7.9	0.79	2.76
8	0.81	2.84
8.1	0.83	2.92
8.2	0.84	3.00
8.3	0.86	3.09
8.4	0.88	3.18
8.5	0.90	3.27
8.6	0.91	3.36
8.7	0.93	3.45
8.8	0.95	3.54
8.9	0.96	3.64
9	0.98	3.74
9.1	1.00	3.83
9.2	1.02	3.93
9.3	1.03	4.04
9.4	1.05	4.14
9.5	1.07	4.25

AngelView Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
4.8	0.09	0.21
4.9	0.09	0.22
5	0.09	0.23
5.1	0.09	0.24
5.2	0.10	0.25
5.3	0.10	0.26
5.4	0.10	0.27
5.5	0.10	0.28
5.6	0.10	0.29
5.7	0.10	0.30
5.8	0.11	0.31
5.9	0.11	0.32
6	0.11	0.33
6.1	0.11	0.34
6.2	0.11	0.35
6.3	0.11	0.37
6.4	0.11	0.38
6.5	0.12	0.39
6.6	0.12	0.40
6.7	0.12	0.41
6.8	0.12	0.42
6.9	0.12	0.44
7	0.13	0.45
7.1	0.13	0.46
7.2	0.13	0.48
7.3	0.13	0.49
7.4	0.13	0.50
7.5	0.13	0.51
7.6	0.14	0.53
7.7	0.14	0.54
7.8	0.14	0.56
7.9	0.14	0.57
8	0.14	0.58
8.1	0.15	0.60
8.2	0.15	0.61
8.3	0.15	0.63
8.4	0.15	0.64
8.5	0.15	0.66
8.6	0.16	0.67
8.7	0.16	0.69
8.8	0.16	0.71
8.9	0.16	0.72
9	0.17	0.74
9.1	0.17	0.76
9.2	0.17	0.77
9.3	0.17	0.79
9.4	0.17	0.81
9.5	0.18	0.82

AngelView Feeder Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
4.72	0.014	0.066

Table 3.2
AngelViewPonds Stage-Area-Capacity Tables

AngelView Lake

Depth (feet)	Area (acres)	Capacity (acre-feet)
9.6	1.08	4.35
9.7	1.10	4.46
9.8	1.12	4.57
9.9	1.13	4.69
10	1.15	4.80
10.1	1.16	4.92
10.2	1.18	5.03
10.3	1.20	5.15
10.4	1.21	5.27
10.5	1.23	5.40
10.6	1.24	5.52
10.7	1.26	5.64
10.8	1.27	5.77
10.9	1.29	5.90
11	1.31	6.03
11.1	1.32	6.16
11.2	1.34	6.29
11.3	1.35	6.43
11.4	1.37	6.56
11.5	1.38	6.70
11.6	1.40	6.84
11.7	1.42	6.98
11.8	1.43	7.12
11.9	1.45	7.27
12	1.46	7.41
12.1	1.48	7.56
12.2	1.50	7.71
12.3	1.51	7.86
12.4	1.53	8.01
12.5	1.55	8.17
12.6	1.56	8.32
12.7	1.58	8.48
12.8	1.60	8.64
12.9	1.61	8.80
13	1.63	8.96
13.1	1.65	9.12
13.2	1.66	9.29
13.3	1.68	9.46
13.4	1.70	9.63
13.5	1.71	9.80
13.6	1.73	9.97
13.7	1.75	10.14
13.8	1.76	10.32
13.82	1.77	10.35

AngelView Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
9.6	0.18	0.84
9.7	0.18	0.86
9.8	0.18	0.88
9.9	0.19	0.90
10	0.19	0.92
10.1	0.19	0.93
10.2	0.19	0.95
10.3	0.20	0.97
10.4	0.20	0.99
10.5	0.20	1.01
10.6	0.20	1.03
10.7	0.21	1.05
10.8	0.21	1.07
10.9	0.21	1.10
11	0.21	1.12
11.1	0.22	1.14
11.2	0.22	1.16
11.3	0.22	1.18
11.4	0.22	1.20
11.5	0.22	1.23
11.6	0.23	1.25
11.7	0.23	1.27
11.8	0.23	1.29
11.9	0.23	1.32
12	0.24	1.34
12.1	0.24	1.36
12.2	0.24	1.39
12.3	0.24	1.41
12.4	0.25	1.44
12.5	0.25	1.46
12.6	0.25	1.49
12.7	0.25	1.51
12.8	0.26	1.54
12.9	0.26	1.56
13	0.26	1.59
13.1	0.26	1.62
13.2	0.27	1.64
13.3	0.27	1.67
13.4	0.27	1.70
13.5	0.28	1.72
13.6	0.28	1.75
13.7	0.28	1.78
13.8	0.28	1.81
13.9	0.29	1.84
14	0.29	1.87
14.1	0.29	1.89
14.2	0.29	1.92
14.3	0.30	1.95

AngelView Feeder Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
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Table 3.2
AngelViewPonds Stage-Area-Capacity Tables

AngelView Lake

Depth (feet)	Area (acres)	Capacity (acre-feet)
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AngelView Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
14.4	0.30	1.98
14.5	0.30	2.01
14.6	0.31	2.04
14.7	0.31	2.07
14.8	0.31	2.11
14.9	0.31	2.14
15	0.32	2.17
15.1	0.32	2.20
15.2	0.32	2.23
15.3	0.33	2.26
15.4	0.33	2.30
15.5	0.33	2.33
15.6	0.33	2.36
15.7	0.34	2.40
15.8	0.34	2.43
15.9	0.34	2.46
16	0.35	2.50
16.1	0.35	2.53
16.2	0.35	2.57
16.29	0.35	2.60

AngelView Feeder Pond

Depth (feet)	Area (acres)	Capacity (acre-feet)
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SECOND AMENDMENT TO WATER LEASE

This Second Amendment to Water Lease (“Second Amendment”) is made and entered into effective as of the 30th day of September, 2023, by and between Pueblo, a municipal corporation, acting by and through the Board of Water Works of Pueblo, Colorado (hereinafter called “Pueblo Water”) and AngelView LLC (hereinafter called “Lessee”) (collectively, “the Parties”).

RECITALS

WHEREAS, this Amendment concerns the Amended Water Lease and Trade Agreement between Pueblo Water and Lessee effective November 17, 2021 (“Water Lease”);

WHEREAS, the first amendment to Water Lease was executed June 26, 2023 (“First Amendment”);

WHEREAS, the Lessee desires to increase the quantities of raw water leased in the Third and Fourth Contract Years of the Water Lease; and

WHEREAS, Pueblo Water is willing to amend the Water lease as provided by the terms of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the Parties agree as follows:

AGREEMENT

1. **Quantity Amendment.** The Parties agree that paragraph 2 of the Water Lease is amended and restated to provide as follows:

Quantity. In accordance with the terms hereof, Pueblo Water will make available for delivery to Lessee 12 acre-feet of water during the First and Second Contract Years, 20 acre-feet of water during the Third and Fourth Contract Years, and 15 acre-feet during the Fifth through and including the Twentieth Contract Years. This is the quantity of water to be paid for and made available for delivery under this Agreement for each Contract Year. In addition, Pueblo Water will trade certain water with Lessee as provided below in paragraph 34.

2. **Payment for Additional Water.** Lessee has already paid for 15 acre-feet for the Third (current) Contract Year. Lessee must pay \$4,143.55 for the 5 additional acre-feet of water for the Third Contract Year upon execution of this Second Amendment (\$828.71 per acre-foot).
3. **Effect of Amendment.** Except as expressly provided herein, all provisions of the Water Lease remain in effect. To the extent of any inconsistencies between the terms of the Water Lease, The First Amendment and the terms of this Second Amendment, the terms of this Second Amendment will control.

IN WITNESS WHEREOF, Pueblo Water and Lessee have executed this Amendment as of the date first written above.

Pueblo, a municipal corporation, acting by and through the
BOARD OF WATER WORKS OF PUEBLO, COLORADO

By:  _____
Seth J. Clayton, Executive Director

ANGELVIEW LLC

By:  _____
Alan J. Elias, CEO



June 15, 2023

Craig M. Lis, P.E.
Martin and Wood Water Consultants, Inc.
538 Commons Drive
Golden, CO 80401

**RE: Angelview Ponds Substitute Water Supply Plan
SE1/4 Section 18, Twp 11S, R80W, 6th PM
Division 2, Water District 23
SWSP ID 6212, WDID 1107126
Case No. 21CW3008**

Approval period: June 15, 2023 through May 31, 2024
Contact Phone Number for Mr. Lis: 303-526-2600; clis@martinandwood.com

Dear Mr. Lis:

We have reviewed your March 22, 2023 letter requesting a substitute water supply plan (“SWSP”) pursuant to § 37-92-308(4), C.R.S., on behalf of the applicant AngelView, LLC (“AngelView” or “Applicant”). Notice was sent to all parties subscribed to the Division 2 SWSP notification list on March 22, 2023. No comments were received during the statutory 35 day comment period. The \$300 filing fee has been received and given receipt no. 10028019.

A SWSP was previously approved for Angelview pursuant to § 37-92-308(4), C.R.S. for the period of August 17, 2022 through July 31, 2023. Issuance of this SWSP supersedes the SWSP approved on August 17, 2022.

Pursuant to section 37-92-308(4)(a)(IV)(A), C.R.S., the State Engineer, after consideration of the comments received, has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

SWSP OPERATION

AngelView is a parcel of approximately 70 acres which will be subdivided into 19 lots. The parcel is located near the Town of Twin Lakes (see Figure 1). Three off-channel ponds exist on the property, and have been named AngelView Lake, AngelView Pond and the AngelView Feeder Pond. AngelView has agreed to replace depletions for 1.5 acres of wetlands in addition to filling the ponds, and replacing evaporation from the ponds and associated feeder ditches (pursuant to Settlement Agreement dated November 3, 2022).



The Applicant proposes to deliver water from Bartlett Gulch to the East Fork of Bartlett Gulch to the AngelView Ditch to fill the lake and ponds and replace evaporative depletions. AngelView must bypass up to 2 cfs at the Bartlett East/West fork split for use by Lake County in their augmentation plan. In addition, as an alternative to delivering water from Bartlett Gulch to the East Fork of Bartlett Gulch to the AngelView Ditch, AngelView also requests the ability to use a direct diversion from Bartlett Gulch via an on-channel beaver pond on the southern edge of the AngelView property, where water will be pumped up to AngelView Lake via a pipeline (see attached map).

Water released to Bartlett Gulch will be measured at the Lake County Augmentation Station. Transit losses will be assessed by the Water Commissioner and Division Engineer.

DEPLETIONS

Table 1, below, shows depletions and augmentation releases on an annual basis.

**Table 1
 Depletions & Augmentation Releases**

Month	Pond Fill	Evaporation	Wetland ET	Evaporation w/ Ice Cover Credit	Wetland ET w/ Ice Cover Credit	Total w/ Ice Cover Credit	
	(acre-feet)	(acre-feet)	(acre-feet)	(acre-feet)	(acre-feet)	(acre-feet)	(cfs)
Apr	6.63	0.40	0.01	0.40	0.00	7.03	0.118
May	-	0.56	0.19	0.56	0.19	0.75	0.012
Jun	-	0.72	0.92	0.72	0.92	1.64	0.028
Jul	-	0.70	1.05	0.70	1.05	1.75	0.028
Aug	-	0.55	0.89	0.55	0.89	1.44	0.023
Sep	-	0.48	0.72	0.48	0.72	1.20	0.020
Oct	-	0.32	0.12	0.32	0.12	0.44	0.007
Nov	-	0.18	0.00	0.00	0.00	0.00	0.000
Dec	-	0.04	0.00	0.00	0.00	0.00	0.000
Jan	-	0.02	0.00	0.00	0.00	0.00	0.000
Feb	-	0.12	0.00	0.00	0.00	0.00	0.000
Mar	-	0.25	0.00	0.00	0.00	0.00	0.000
Total	6.63	4.34	3.90	3.73	3.89	14.25	-

AngelView Lake will fill first, then the spillover to fill AngelView Pond and AngelView Feeder Pond via the feeder ditch. Since the fill and subsequent partial refill operations are 100% depletive, diversions from Bartlett Gulch will be limited to 12 acre-feet under this SWSP.

In order to operate a diversion from Bartlett Gulch to the East Fork of Bartlett Gulch to the AngelView Ditch, the following measurement devices are required to be installed:

(1) a temporary weir located downstream of the upper split on the East Channel of Bartlett Gulch, (2) temporary measurement on the West Channel of Bartlett Gulch downstream of the Twin Lakes ditch split (3) measurement downstream of the divide box on the AngelView Ditch and (4) the installation of a staff gauge at the AngelView Lake. Upon completion of the installation of the measurement devices, the applicant shall provide photos of the structures in-situ and schedule an inspection by DWR staff. **No water may be diverted prior to the installation, inspection and confirmation by DWR staff in writing. Measurement devices at the proposed approximate locations are depicted on the attached map. Applicants will provide final UTM locations of measurement devices upon completion of installation.** If any special use permits or other authorizations are required by the US Forest Service for installation of measurement structures installed on federal lands, it is the Applicant's responsibility to obtain such authorizations.

REPLACEMENTS

The Applicant has an Amended Water Lease and Trade Agreement for a 20 year period with PBWW for 12 acre-feet of water, commencing April 1, 2021 and terminating March 31, 2041. Transit losses will be assessed from the point of delivery, and will be determined by the Water Commissioner and the Division Engineer.

CONDITIONS OF APPROVAL

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

1. This SWSP shall be valid for the period of June 15, 2023 through May 31, 2024, unless otherwise revoked, or superseded by decree. Should an additional SWSP be requested, the provisions of § 37-92-308(4)(b), C.R.S., shall apply. The statutory fee of \$300 will be required pursuant to § 37-92-308(8), C.R.S. **This is the second year of approval for this SWSP.** A SWSP was previously approved for Angelview pursuant to § 37-92-308(4), C.R.S. for the period of August 17, 2022 through July 31, 2023. Issuance of this SWSP supersedes the SWSP approved on August 17, 2022.
2. Approval of this SWSP is for the purposes stated herein and depletions are limited to filling and maintaining water levels in the three ponds and associated feeder ditches.
3. Ponds that expose groundwater are wells and Applicants are required to obtain well permits for the ponds pursuant to § 37-90-137(2), C.R.S., and this SWSP if any of the ponds expose groundwater. The provisions of § 37-90-137(2), C.R.S., prohibit the issuance of a permit for a well to be located within 600 feet of any existing well, unless the State Engineer finds that circumstances so warrant after a hearing in accordance with the procedural rules in 2CCR402-5. The hearing will be waived if the Applicant can obtain statements from the owners of all wells within 600 feet, verifying that they have no objection to the proposed use of the well.

4. Additional structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses.
5. As an alternative to delivering water from Bartlett Gulch to the East Fork of Bartlett Gulch to the AngelView Ditch, AngelView has also proposed to use a direct diversion from Bartlett Gulch via an on-channel beaver pond on the southern edge of the AngelView property, where water will be pumped up to AngelView Lake via a pipeline. If diversions occur in this manner, pumping diversion rates are limited to the lesser of 1 cfs or the amount of water available above the shepherded delivery of any Lake County Derry Ditch No. 3 consumable water being delivered through Bartlett Gulch at the time of pumping. This option to pump from a direct diversion will only be used if water is not being delivered to the East Fork of Bartlett Gulch
6. The Applicant must provide adequate accounting (including, but not limited to diversions, depletions, and river calls) on a monthly basis. The accounting must be submitted to the Division Engineer via the online submittal tool. Submission access was established under the previous SWSP approval, please contact Kassidy Davis at kassidy.davis@state.co.us with any questions related to accounting submission under this SWSP approval. Accounting must be submitted within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.
7. The Applicant must install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. A totalizing flow meter or other continuous recording device that tracks instantaneous and total volumetric amounts is required. Operation of this SWSP requires the Applicants to install all measuring devices pursuant to the Division 2 Functional Standards. **No water shall be diverted without the installation of the measurement devices, as well as inspection and confirmation by DWR staff in writing. The required measurement devices are depicted on the attached map.**
8. Replacement water shall be made available to cover all out-of-priority depletions in time, place, and amount and shall be released based on the previous weekly pumping and under the direction and/or approval of the Water Commissioner.
9. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all use of water under this SWSP must cease immediately.
10. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of

this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to § 37-92-308(4), C.R.S., shall be to the Division 2 Water Judge within thirty days of the date of this decision and shall be combined with pending Case No. 21CW3008.

Should you have any questions, please contact Melissa van der Poel of this office or Brian Sutton, in the Division 2 office in Pueblo at (719) 542-3368.

Sincerely,



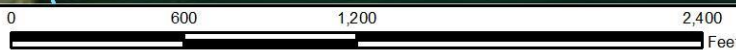
Jeff Deatherage, P.E.
Chief of Water Supply

Attachments: Figures 1 and 2, map of required proposed measurement structure locations, Water Lease Agreement, Division 2 Functional Standards

cc: Div 2 SWSP Review Team
Willem Scott, District 11 Water Commissioner
Parties of Record in Case No. 21CW3008



Legend	
Exchanges	Locations
AngelView Ditch Exchange	Administrative Point
AngelView Pipeline Exchange	Diversion
AngelView Pump Station Exchange	Exchange-From
	Exchange-To & Diversion



Coordinate System: NAD 1983 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1983
 Scale: 1:8,000

Job No.:	904.3
Date:	12/28/2022
Drawn:	CML
Checked:	

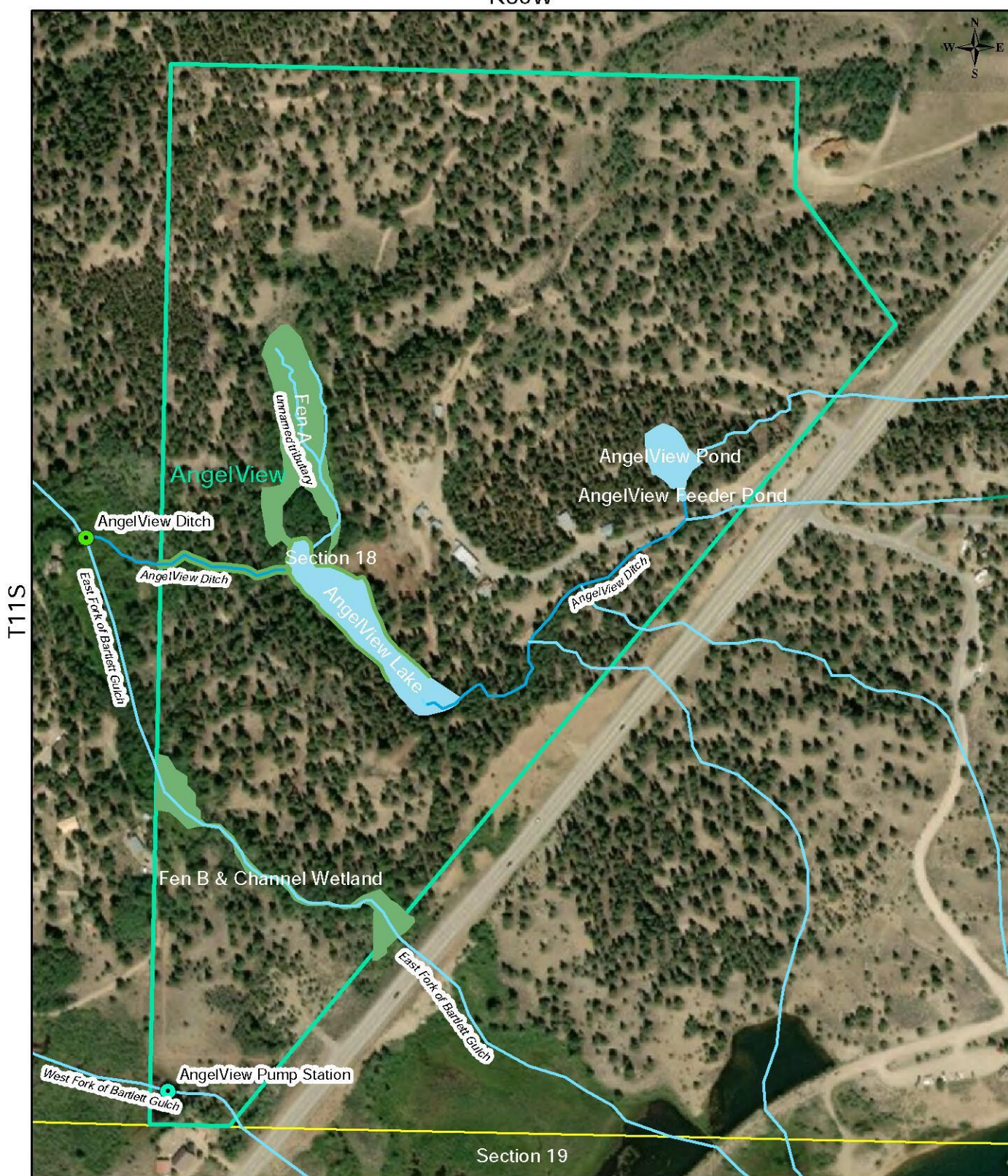
AngelView LLC
 Case No. 21CW3008(A)

Exhibit A
 Site Map

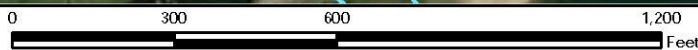


538 Commons Drive
 Golden, CO 80401
 (303) 526-2600
www.martinandwood.com

R80W



The 1.5 acres of augmented wetlands are within the larger wetland area depicted in green.



Coordinate System: NAD 1983 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1983
 Scale: 1:4,258

Job No.:	904.3
Date:	12/28/2022
Drawn:	CML
Checked:	

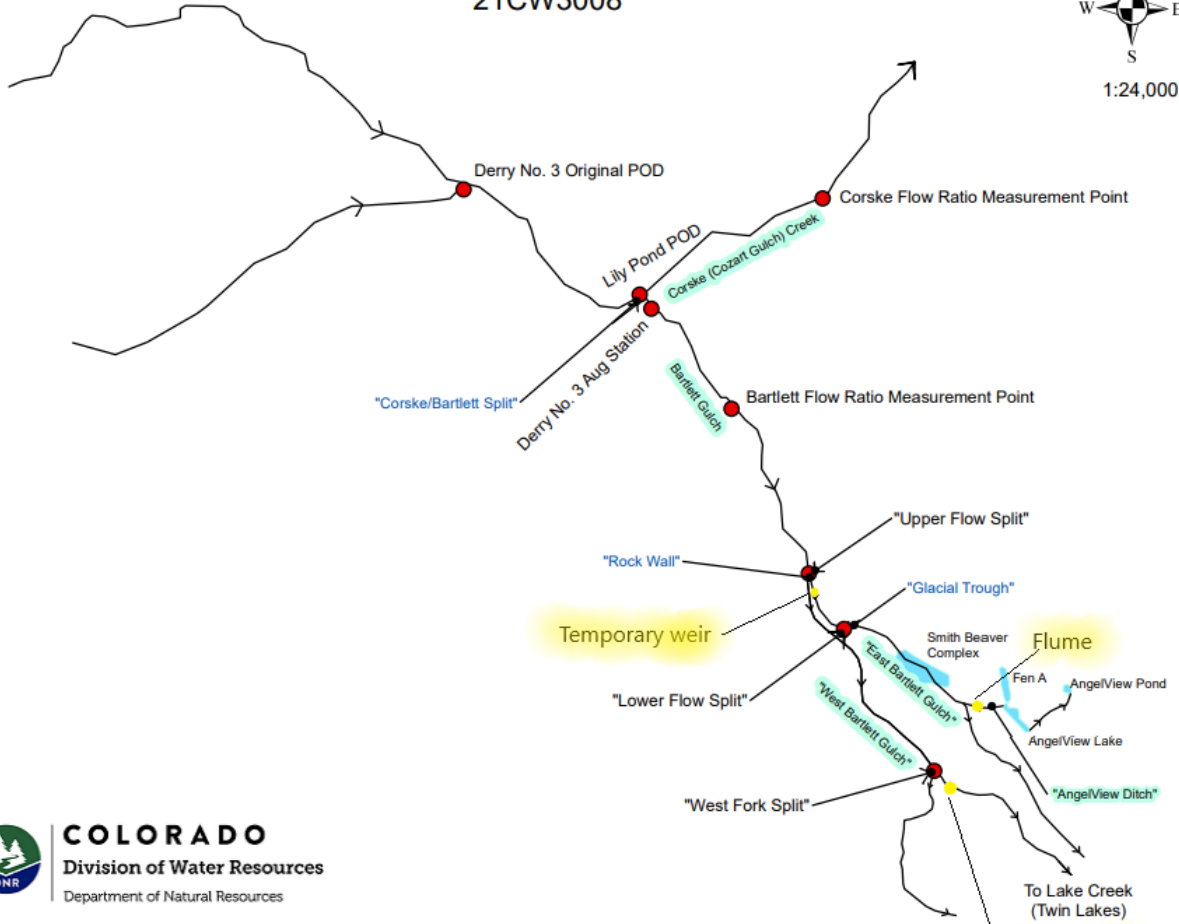
AngelView LLC
 Case No. 21CW3008(A)

Exhibit B
 Augmented Structures



538 Commons Drive
 Golden, CO 80401
 (303) 526-2600
 www.martinandwood.com

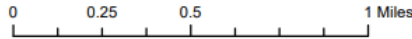
AngelView Line Diagram 21CW3008



COLORADO
Division of Water Resources
Department of Natural Resources

November 17, 2022

Projection: Universal Transverse
Mercator, Zone 13, North American
Datum 1983, Meters



Temporary weir

AMENDED WATER LEASE AND TRADE AGREEMENT

This AMENDED WATER LEASE AND TRADE AGREEMENT (“AGREEMENT”) is made and entered into effective as of the 17th day of November, 2021 (hereinafter called “Effective Date”), by and between Pueblo, a municipal corporation, acting by and through the Board of Water Works of Pueblo, Colorado (hereinafter called “Pueblo Water”) and AngelView LLC (hereinafter called “Lessee”), amending the existing Water Lease Agreement between said parties effective on the 3rd day of April, 2021 (“Original Lease”);

RECITALS

WHEREAS, Pueblo Water, pursuant to Section 15-2 of the Charter for the City of Pueblo, Colorado (“City Charter”), has the entire control, management and operation of the water works for the City of Pueblo (“City”) and has and exercises all powers granted to cities of the first class by the Constitution and laws of the state of Colorado, except the power to levy and collect taxes;

WHEREAS, the City Charter provides that title to the properties of the former districts now consolidated and to any property of the water works is in the City and that the Board has the power to make and execute contracts in the name of the City, institute and defend all litigation affecting its powers and duties or in relation to the water works system, and as to all other property under its management;

WHEREAS, the water use that is the subject of this Agreement is of a type not normally within any regular rate schedule fixed by Pueblo Water; and the parties mutually agree that the terms for the lease of water for the purposes hereinafter set forth should be the subject of this special Agreement; and,

WHEREAS, Lessee desires to procure raw water from Pueblo Water for filling and replacement of evaporation from ponds and as a backup supply for augmentation of well depletions described in Case No. 20CW3020, Water Division No. 2, in Lake County, Colorado; and,

WHEREAS, Pueblo Water desires to supply raw water to Lessee for its use for these purposes; and

WHEREAS, Lessee wishes to trade certain rights to native water associated with Lessee’s two shares in the Twin Lakes Reservoir and Canal Company (“Twin Lakes”) to Pueblo Water whereby Lessee delivers a specific quantity of Twin Lakes native water to Pueblo Water in exchange for delivery of half as much Twin Lakes transmountain water to Lessee.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the parties hereto agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement will be in force for a period of 20 years commencing April 1, 2021 and terminating March 31, 2041. Each twelve-month period, beginning with the commencement date stated above in this paragraph, is treated as a Contract Year under the terms of this Agreement.
2. **Quantity.** In accordance with the terms hereof, Pueblo Water will make available for delivery to Lessee 12 acre-feet of water during each Contract Year. This is the quantity of water to be paid for and made available for delivery under this Agreement for each Contract Year. In addition, Pueblo Water will trade certain water with Lessee as provided below in paragraph 34.
3. **Delivery of Raw Water.** The water to be delivered hereunder is raw water that has not been treated to make it suitable for any particular use. Any treatment of the water delivered hereunder to make it suitable for Lessee's use is the responsibility of Lessee.
4. **Delivery of Consumable Water.** Pueblo Water agrees to deliver to Lessee transmountain water or other water that is considered totally consumable or suitable for augmentation and replacement purposes under Colorado law, including but not limited to, reusable return flows from transmountain water or other fully consumable water. Once delivered to Lessee, all water not fully consumed by Lessee's use remains the property of Pueblo Water.
5. **Place of Delivery and Choice of Water Source.** The Place of Delivery for leased water will be the location where water is released from any of Pueblo Water's sources, including but not limited to stored water at Clear Creek Reservoir, Turquoise Reservoir, Twin Lakes Reservoir; or from direct flow transmountain water rights; with the sources of such water to be at the option of Pueblo Water, but such sources do not include Fryingpan-Arkansas Project Water. At the option of Pueblo Water, such sources may be changed from time to time to suit the operational convenience of Pueblo Water. Lessee bears responsibility for any exchanges necessary to get the leased water from the Place of Delivery to Lessee's place of use.
6. **Approval to Utilize Water.** Lessee will use the water to be delivered to it pursuant to the terms of this Agreement for filling and replacement of evaporation from ponds and as a backup supply for augmentation of well depletions described in Case No. 20CW3020, Water Division No. 2, in Lake County, Colorado. Lessee will be responsible for compliance with all applicable laws and regulations. If Lessee requires approvals from administrative or judicial authorities to use the water to be delivered to it under this Agreement, then Pueblo Water will cooperate with Lessee to provide information regarding Pueblo Water's water rights that may be needed to obtain approval of Lessee's water use. However, all costs of any such approvals will be borne by Lessee. Lessee will not file an application with any administrative or judicial authorities that includes a change to any of Pueblo Water's water rights without the express written consent of Pueblo Water, which consent is in the sole discretion of Pueblo Water.
7. **Rate of Delivery.** Pueblo Water will not be required to deliver leased water at a rate higher than 25 c.f.s., but may do so in its discretion. Pueblo Water will upon written request deliver at rates lower than 5 c.f.s. subject, however, to the following:

7.1. Any such lower rate of delivery is subject to the approval of the Division Engineer, Water Division No. 2;

7.2. Any such delivery from Pueblo Water's supplies at Turquoise, Twin Lakes or other reservoir not controlled by Pueblo Water is subject to the approval of the agency which operates or controls discharges from said reservoir;

7.3. Pueblo Water is not required to make any physical alteration of any outlet gates or outlet measuring devices or incur any additional cost for the purpose of making such low rate deliveries.

8. **Transportation and Evaporation Losses.** The quantity of leased water to be delivered hereunder will be measured at the Place of Delivery. Lessee will bear all transportation and evaporation losses from the Place of Delivery to Lessee's place of use. The Lessee's place of use is Twin Lakes Reservoir on Lake Creek. Pueblo Water will, in its sole discretion, deliver water from Twin Lakes Reservoir when reasonably possible in order to minimize transit losses and to avoid the need for exchange.

9. **Notice of Delivery.** Pueblo Water agrees in accordance with the terms of this Agreement, to make available for delivery up to the quantities of leased water stated in paragraph 2 during the term of the Agreement at the request of Lessee. Lessee must notify Pueblo Water's Water Resources Division by an exchange of emails or some other form of written communication by the parties at least two business days in advance of when any requested delivery of water needs to commence. Such notice will include the desired rate of delivery and the date and time such delivery should begin and end. Once released by Pueblo Water, it is the Lessee's responsibility to ensure that the state water officials cause the water released to be delivered to the Lessee's place of use. Pueblo Water will cooperate with Lessee and the state water officials to provide them with the necessary information concerning the source, location, rate, and duration of the release of the leased water.

10. **Charge.** In consideration of the water leased under this Agreement Lessee agrees to pay Pueblo Water a charge of \$775.51 per acre-foot of water for the quantities of water identified in paragraph 2 above. The parties agree that the water leased hereunder is on a "take or pay" basis. Accordingly, Lessee must pay the charge for all leased water, whether or not said quantities of water are actually taken by Lessee or are required for use by Lessee. Likewise, Pueblo Water agrees to make the water available for delivery throughout the term of this Agreement subject to paragraphs 13 through 16 below. Except as provided in paragraph 11.5, the failure of Lessee to take delivery of the full quantity of leased water contracted for and required to be paid for in any given Contract Year does not entitle Lessee to a refund of any sums paid or to receive any portion of such unused water in a subsequent Contract Year.

11. **Payments.**

11.1. Pursuant to the Original Lease, Lessee paid Pueblo Water the First Contract Year payment of \$9,306.12.

11.2. Lessee also paid Pueblo Water a non-refundable fee of \$2,500 in consideration of all legal and administrative costs incurred by Pueblo Water for the Original Lease.

11.3. Starting with the first day of the second Contract Year and on the first day of each Contract Year thereafter for the term of this Agreement, additional payments in an amount equal to the Contract Year quantity of leased water described in paragraph 2 multiplied by the applicable per-acre-foot charge as determined under paragraphs 10 and 12 are due from Lessee to Pueblo Water.

11.4. Delinquent balances will be subject to a late payment charge of 1.5% per month on the unpaid balance. No water will be delivered under this Agreement if Lessee has an unpaid balance.

11.5. If Pueblo Water does not make available for delivery the full quantity of leased water as provided in paragraph 2 during any Contract Year pursuant to paragraphs 13 through 16, Pueblo Water will notify Lessee of the quantity of water available for the Contract Year. Said notice will include reimbursement to Lessee of the amount paid by Lessee, per acre-foot, for the difference between the quantity of leased water provided in paragraph 2 and the quantity of water specified as available for delivery in said notice.

12. **Escalation.** The charge for leased water for the second and all subsequent Contract Years of this Agreement will be annually adjusted based upon the percentage increase, if any, over the previous calendar year in Pueblo Water's water rates for its general customers for treated water. For example, if the percentage increase for the second Contract Year is five percent, then the price for the second Contract Year will be \$814.29 per acre-foot. Pueblo Water will give Lessee written notice of any rate increase pursuant to this paragraph that will take effect in the next Contract Year.

13. **Pueblo City Charter Provision.** This Agreement involves the use of water outside the territorial limits of the City ("extraterritorial") and is specifically limited by the provisions of the City Charter governing such use. The City Charter provides, among other things, that: "The Board of Water Works shall have and exercise all powers which are granted to cities of the first class by the Constitution and Laws of the State of Colorado, except the power to levy and collect taxes directly or indirectly. Surplus water may be supplied to territories outside the City until same is needed by the inhabitants of the City."

14. **Determination of Water Availability by Pueblo Water.** Pueblo Water has determined that the welfare of the City requires a stable water supply for water users inside the City and, to a reasonable degree, for the extraterritorial customers of Pueblo Water putting to beneficial use Pueblo Water's surplus water. Therefore, the extent to which limitation of extraterritorial water use or delivery may be necessary to enable Pueblo Water to provide adequately for users inside the City is a fact to be determined by Pueblo Water in the exercise of its reasonable discretion from time to time as occasion may require. In the exercise of this discretion Pueblo Water may, from time to time, establish priorities for limitation of extraterritorial water uses or deliveries.

15. **Interruption of Water Supply Beyond Pueblo Water's Control.** While it is the purpose of Pueblo Water to maintain a water supply adequate to meet the current and future needs of the inhabitants of the City and to lease surplus water supplies to its extraterritorial contract customers, there are many elements that make it uncertain whether the water supply can always be adequate for all. Both parties to this Agreement recognize that the water supply for Pueblo Water and its water customers is dependent upon sources from which the supply is variable in quantity and beyond the control of Pueblo Water. The parties further agree that from time to time emergency or shortage situations may arise where there is a necessity to limit the use of or delivery of water to extraterritorial contract customers of Pueblo Water.

16. **No Liability for Interruption of Supply.** The Lessee agrees that no liability in tort or contract attaches to Pueblo Water hereunder on account of (a) any failure to correctly anticipate availability of water supply or because of an actual failure to supply water due to inadequate physical water supply or inadequate storage, (b) the necessity for adopting and implementing water use or delivery restrictions or priorities to meet emergency conditions or shortage or (c) any other cause arising from an occurrence beyond the reasonable control of Pueblo Water, including, but not limited to, act of God, strike, war, insurrection, public health emergency, or inability to serve arising out of the order of any court, or the lawful order of any governmental entity clothed with authority to regulate matters pertaining to water, public utilities, public health, public safety, or pollution control.

17. **Not a Permanent Supply.** The Parties understand and agree that this Agreement is not to be interpreted as any commitment on the part of Pueblo Water to furnish water to Lessee on a permanent basis, but rather to provide Lessee with water from Pueblo Water for the limited term of this Agreement.

18. **Sales Tax or Other Taxes.** In the event any sales tax or other tax is levied on the water leased or traded under this Agreement, Lessee agrees to pay said tax. Lessee may, however, contest the imposition of any such tax at its own expense, and the requirement of such payment under this Agreement is without prejudice to Lessee's right to contest any attempted imposition of tax.

19. **Assignability; Sublease.**

19.1 This Agreement may be assigned, in whole or part, by Lessee subject to prior written approval of said assignment by Pueblo Water, which approval is in the sole discretion of Pueblo Water.

19.2 Lessee may sublease the water obtained from Pueblo Water under this Agreement subject to prior written approval by Pueblo Water, which approval is in the sole discretion of Pueblo Water; however, Lessee will not sublease water to third parties at a higher price than it pays Pueblo Water for water under this Agreement.

20. **Use of Water.** The water leased or traded hereunder will be used in connection with Lessee's operations in Lake County, Colorado and will not be used in connection with the cultivation, testing, manufacturing, distribution or selling of marijuana.

21. **Waiver.** Failure of either party hereto to exercise any right hereunder is not a waiver of such party's right and does not affect the right of said party to exercise at some future time said right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.

22. **No Exclusive Right or Privilege.** Nothing in this Agreement is to be construed as a grant by Pueblo Water of any exclusive right or privilege.

23. **Title to Water Rights.** Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to any of Pueblo Water's water rights.

24. **Notices.** Unless otherwise expressly provided in this Agreement, each notice must be in writing and sent by first class mail, postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice will be deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing contained herein is to be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. All notices required to be given to Pueblo Water hereunder must be delivered to:

Board of Water Works of Pueblo, Colorado	
Attn: Executive Director	
Mail:	Hand Delivery:
P.O. Box 400	319 West 4 th Street
Pueblo, CO 81002-0400	Pueblo, CO 81003

or at such other address as Pueblo Water may direct by written notice. All notices required to be given to Lessee hereunder must be delivered to:

AngelView LLC
7520 Desert Needle Dr.
Lago Vista, TX 78645

or at such other address as Lessee may direct by written notice.

25. **Remedies.** In the event that either party defaults in the performance of any of its obligations under this Agreement, in addition to any and all other remedies provided in this Agreement or by law or equity, each party will have the right of specific performance against the other. Each party agrees to personal jurisdiction in any action brought in any court within the County of Pueblo, State of Colorado having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in the County of Pueblo, State of Colorado.

26. **Default, Right to Cure.** In the event that either party believes that the other is in default of any obligation under this Agreement, except as provided below in this paragraph, the non-defaulting party must give written notice of the default to the defaulting party. Such notice will be given by certified or registered mail, postage prepaid and return receipt requested. If a notice of default is provided, the party accused of the default must either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within thirty (30) days, the parties may resort to their remedies. In the event of default for failure to pay any amount required to be paid by Lessee pursuant to the terms of this Agreement, Pueblo Water is not required to deliver water and notice of default is not required. Pueblo Water may, at its sole option, provide notice and a ten (10) day cure period. However, Pueblo Water will not be required to deliver water until the entire amount owed is paid by Lessee.

27. **Right to Enter Agreement.** Each party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.

28. **Governing Law.** This Agreement will be governed by the laws of the State of Colorado in all respects.

29. **Entire Agreement, Modification.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in it and supersedes all prior contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement is binding unless executed in writing by all parties.

30. **Captions and Headings.** The captions and headings in this Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

31. **Construction Against the Drafter.** In the event of an ambiguity in this Agreement, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the parties hereto are to be treated as equals and no party will be treated with favor or disfavor.

32. **Third Party Beneficiaries.** Other than any successor or assigns of the Parties, enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties, and not to any third party. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

33. **Governmental Immunity.** No term or condition of this Agreement is to be construed or interpreted as a waiver, express or implied, by Pueblo Water 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., as applicable now or hereafter amended.

34. **Water Trade.** At any time during a Contract Year for which Lessee pays Pueblo Water for leased water, as provided in paragraph 11, Lessee may notify Pueblo Water that it wishes to trade a designated quantity ("Trade Quantity") of native water associated with Lessee's two shares in Twin Lakes to Pueblo Water in exchange for transmountain water associated with Pueblo Water's Twin Lakes shares in an amount equal one-half of Lessee's Trade Quantity. Such notice must be provided by email or other written communication and contain the Trade Quantity of Twin


Lakes native water that Lessee wishes to trade to Pueblo Water. Upon receipt of notice, Pueblo Water will within three business days advise Lessee whether Pueblo Water has sufficient Twin Lakes transmountain water and storage space available in its Twin Lakes account to effectuate the trade. If Pueblo Water is able to effectuate the trade it will promptly issue written instruction to Twin Lakes to transfer the quantity of Twin Lakes native water so requested by Lessee from the Lessee's account to Pueblo Water's account and to transfer an amount equal to one-half the Trade Quantity of Twin Lakes transmountain water from Pueblo Water's account to Lessee's account. Lessee will be copied on said instructions. If required by Twin Lakes, Lessee will promptly validate the requested Twin Lakes account transfers. This water trade is fair compensation to both parties, and no additional compensation, or price escalation, for the water trade is required. Upon approval of the trade by Twin Lakes, the traded water will be considered delivered to each party.

35. **Original Lease.** This Agreement amends the Original Lease and this Agreement constitutes a restatement of the Original Lease as it exists as of the Effective Date hereof.

36. **Offer.** This Agreement will not be effective and Pueblo Water withdraws its offer to enter into this Agreement unless Lessee executes and delivers this Agreement to Pueblo Water within sixty (60) days following approval of this Agreement by Pueblo Water's elected Board which occurred on November 16, 2021.

IN WITNESS WHEREOF, Pueblo Water and Lessee have caused these presents to be executed in their respective behalf by their proper officers.

PUEBLO, A MUNICIPAL CORPORATION, ACTING
BY AND THROUGH THE BOARD OF WATER
WORKS OF PUEBLO, COLORADO

By: 
Seth J. Clayton, Executive Director

ANGELVIEW LLC

By: 
Alan J. Elias, CEO

FUNCTIONAL STANDARDS

These standards were developed by the staff of Division 2 of the Division of Water Resources to better define what is acceptable to the Division when installing structures and devices deemed necessary for the proper administration of the water resources within the Division pursuant to C.R.S. 37-84-112.

C.R.S. 37-84-112

Headgates - specifications - failure to maintain - penalty.

(1) The owners of any irrigation ditch, canal, flume, or reservoir in this state, taking water from any stream, shall erect where necessary and maintain in good repair, at the point of intake of such ditch, canal, flume, or reservoir, a suitable and proper headgate of height and strength and with embankments sufficient to control the water at all ordinary stages and suitable and proper measuring flumes, weirs, and devices and shall also erect and maintain in good repair suitable wastegates where necessary in connection with such ditch, canal, flume, or reservoir intake. The framework of such headgate shall be constructed of timber not less than four inches square, and the bottom, sides, and gate shall be of plank not less than two inches in thickness, or said gate may be made of other material of equal strength and durability or may be made and constructed upon plans and specifications approved by the state engineer. No such headgate shall be deemed complete until provided with suitable locks and fastenings (except when the division engineer deems such locks and fastenings unnecessary therefore) and keys therefore are delivered to the division engineer of the division who has control thereof during the seasons of the distribution of water.

(2) If the owners of any such irrigation ditch, canal, flume, or reservoir fail or neglect to erect or maintain in good repair said headgate, measuring flume, weir, or devices, in the manner and form provided in this section, then the state engineer or division engineer, upon ten days' previous notice in writing, duly served upon such owners, or upon any agent or employee representing them or controlling such ditch, canal, flume, or reservoir, shall refuse to deliver any water from such stream to such owners, or to such ditch, canal, flume, or reservoir, until such owners erect or repair the headgate, measuring flume, weirs, or devices of such ditch, canal, flume, or reservoir. The owners of all such ditches, canals, flumes, or reservoirs shall be liable for all damages resulting from their neglect or refusal to comply with the provisions of sections 37-84-112 to 37-84-117. Such owners who divert water from any such stream and into any such ditch, canal, flume, or reservoir contrary to the orders of the state engineer or division engineer are guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars, and each day of violation shall be deemed a separate offense.

ORDINARY STAGES

For the purposes of 37-84-112, "ordinary stages" shall mean any stage of flow where a condition exists that downstream water rights are short of their entitlement and are calling for water and there exists a reasonable expectation that curtailment of a junior right will result in a material increase in supply to a calling senior right. Ordinary stages specifically include, but are not limited to, all stages of spring runoff and large precipitation/runoff events.

HEADGATE

For the purposes of 37-84-112, a controllable, lockable headgate shall be defined as any permanently installed combination of headgate, embankments, diversion dam, spillway, waste gate or sluice system or any other means that positively prevents ANY diversion of water, intentional or otherwise, when not in priority; and which allows the Water Commissioner to accurately adjust the flow of water with reasonable effort and within a reasonable amount of time and to secure the structure at the adjusted condition so as to prevent any unauthorized adjustment.

DWR typical is a Waterman Industries SR slide gate or Waterman C-10 canal gate installed in a concrete headwall which has sufficient freeboard to prevent overtopping into the ditch and which incorporates a lowered spillway section upstream of the headwall sized to waste all excess water back to the stream. (See DWR drawing "Typical Headgate/Flume Installation")

MEASUREMENT DEVICE

Water measurement device shall mean any flow measurement device which can be demonstrated to accurately measure flows within $\pm 5\%$ of the standard rating (or an empirically created custom rating) for the device throughout the full range of anticipated flows. This device must be co-located with the control structure to enable the water commissioner to promptly judge headgate adjustments, must be properly

installed to engineering specifications to insure proper measurement, must be maintained in condition to provide accurate measurement throughout full anticipated range of flows and shall not be deemed complete until such time that a rating table accurately calibrated to the measuring device has been made available to the water commissioner. Any measurement device that is not installed to manufacturer's specifications may be required to be verified at owner/operator expense.

DWR typical is the Parshall, Cutthroat, or Montana flume properly installed in a free-flow condition with sufficient upstream stilling basin to provide proper approach flow conditions, sufficient elevation to ensure hydraulic "jump" to prevent submergence at all anticipated stages. (See DWR drawing "Typical Headgate/Flume Installation")

RECORDING DEVICE

Recording device shall mean any device acceptable to the Water Commissioner and/or the Division Engineer which is minimally capable of continuous recording of stage data at a resolution of .01 foot or other equivalent positive determinant of discharge at a resolution of comparable accuracy through an approved measurement device at no greater than 15-minute intervals over a period of time also acceptable to the Water Commissioner. The recording device must include a means to verify on-site that the device is properly calibrated to the gage height or other discharge determinant. Such recording device shall not be deemed to be complete and acceptable until all equipment and software necessary to download and process recorded data is supplied to the Water Commissioner and/or the Division Engineer. See "Division Two, Administration Protocol, Data Logger Criteria" for a more complete explanation of minimal standards.

DWR typical is the Sutron Data Logging Shaft Encoder or equivalent properly installed in a lockable protective shelter.

Note: DWR may **require** replacement of existing chart-type recorders with data-logging technology as needed to control workload.

PROTECTIVE SHELTER

The protective structure size and exact requirements can vary. The structure should be acceptable to the Water Commissioner and/or Division Engineer. Future needs of the recording device should be thought through to ensure the shelter can accommodate all future equipment needs. (See DWR Drawings "Typical Gage House", "Typical Half Shelter" and "Typical Stilling Well *").

*When installing the inlet pipe from the measuring device to the stilling well, consider increasing the inlet size to avoid plugging/clogging

TELEMETRY

Telemetry shall mean any method of determining and transmitting discharge or streamflows on a real-time or near real-time basis (only as limited by technology) by satellite monitoring, dedicated land or cellular phone or any other means of communication that is accessible by DWR and the public at large. Such telemetry must include a means to transmit stage and discharge, plus other parameters as required and shall not be deemed complete until a suitable calibration of the telemetry and measurement method is accepted by the Division Engineer.

AUTOMATIC SELF-REGULATING DIVERSION CONTROL

The purpose of such controls is to regulate fluctuations to the rate of diversion that would otherwise occur as a result of changes in head pressure associated with variable rates of streamflow or obstructions to streamflow. An acceptable automatic self-regulating diversion control shall mean any system of flow rate sensors, connected to headgate and/or wastegate controls capable of autonomously re-regulating fluctuations in rate of diversion of up to 10% of the desired rate within a period of no more than 15 minutes.

DISTRICT COURT, WATER DIVISION 2, COLORADO 320 West 10 th Street Pueblo, CO 81003 Phone Number: (719) 583-7011	DATE FILED: January 17, 2017 8:08 PM CASE NUMBER: 1998CW173
Concerning the Application for Water Rights of: The Board of County Commissioners of Lake County, Colorado, In the Arkansas River and its tributaries In Lake County	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p style="text-align: center;">Case Number 98CW173</p> <p style="text-align: center;">Water Division 2</p> <p style="text-align: center;">Courtroom: Division:</p>
FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE	

This matter came before the Court upon the Second Amended Application for Changes of Water Rights, Approval of Plan for Augmentation, and Confirmation of Appropriative Rights of Exchange (“Second Amended Application”) filed by the Board of County Commissioners of Lake County, Colorado. This matter was referred to the Water Referee for Water Division No. 2, State of Colorado, by the Water Judge of said Court in accordance with Article 92, Chapter 37, Colorado Revised Statutes (C.R.S.), known as the Water Right Determination and Administration Act of 1969. The Second Amended Application was then re-referred to the Water Judge on December 1, 2014.

The Court, having considered the pleadings and evidence presented, has become fully advised with respect to the subject matter of the Second Amended Application and hereby enters this Findings of Fact, Conclusions of Law, Judgment and Decree.

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FINDINGS OF FACT

1. Applicant. The Applicant in this matter is the Board of County Commissioners of Lake County, Colorado (“Lake County” or “County”), P.O. Box 964, 505 Harrison Ave., Leadville, CO 80461. Lake County is represented in the matter by Balcomb & Green, P.C., Post Office Drawer 790, Glenwood Springs, Colorado 81602.

2. Application.

2.1. Lake County filed a Second Amended Application for Changes of Water Rights, Approval of Plan for Augmentation, and Confirmation of Appropriative Rights of Exchange (“Second Amended Application”) in this matter on April 9, 2014. The Second Amended Application supersedes and replaces in entirety the original Application, which was filed on December 31, 1998, and the Amended Application, which was filed on January 31, 2012, except that the claims made in the Second Amended Application relate back to the original Application. The Second Amended Application sought court approval of three changes of water rights and approval of an umbrella plan for augmentation, including conditional appropriative rights of exchange (the “Plan for Augmentation,” “Water Supply Plan,” or “Plan”) for Lake County.

2.2. The Plan for Augmentation will establish a dependable legal water supply for the County and participants who enter into water service contracts with Lake County (the “Contractees”). The purpose of this Plan for Augmentation is to establish a framework within which water users who meet certain criteria and who enter into water supply contracts with Lake County can be included directly into this Plan for Augmentation and utilize Lake County owned or controlled water rights and supplies to replace out-of-priority stream depletions from diversions by future and existing wells, springs, surface diversions, and storage ponds.

2.2.1. The geographic scope of the Water Supply Plan is a defined area within Lake County denominated as “Area A,” which includes those areas located near the Arkansas River, or its tributaries, where use of the County’s water rights and supplies for augmentation is sufficient to offset the out-of-priority depletions of the County’s Contractees. The Area A region consists of two general sub-areas described as Areas A-1 and A-2. Each sub-area has unique augmentation and exchange potential as described more fully below. Areas A-1 and A-2 are depicted on **Exhibit A**.

2.3. Several sources of replacement water are approved in this Decree as described below. The source of augmentation supply for the Plan for Augmentation is based upon an Amended Intergovernmental Agreement made between Lake County and the City of Aurora, acting by and through its Utility Enterprise dated April 18, 2014 (herein the “AIGA”). The delivery of the City of Aurora supply for Lake County’s use is also governed by an operating agreement between those parties dated December 7, 2015

(herein the “OA”). The Plan also utilizes consumptive use water supply from a change of Derry Ditch No. 3 water rights owned by Lake County and changed herein for such purposes. The Plan also relies upon supplies that Lake County intends to contract from other sources as described herein.

2.4. There is a significant portion of federal land located within Areas A-1 and A-2. The County will require any Contractee operating a water conveyance facility on or over federal land to obtain any needed permission from the appropriate federal land management agency prior to using water based on the Plan for Augmentation.

3. Notice and Jurisdiction. The Second Amended Application was properly published in the resume for Water Division No. 2. All notices required by law have been made, including notice to landowners identified in paragraph 7 below as required by C.R.S. § 37-92-302(2)(b)(II). The land and water rights that are the subject of this Application are not included within the boundaries of any designated ground water basin. The relief granted herein is consistent with the relief originally requested and for which public notice was provided. The Court has jurisdiction over the Second Amended Application and over all of the parties in this case.

4. Opposition.

4.1. Timely Statements of Opposition to the Application were filed by the following parties: Arkansas Valley Ditch Association, City of Aurora, Pueblo Board of Water Works, Board of County Commissioners of Chaffee County, East Twin Lakes Ditches & Water Works, Lake Fork Ranch Co, Mount Massive Lakes, Inc., Parkville Water District, Public Service Company of Colorado, Pueblo West Metropolitan District, Southeastern Colorado Water Conservancy District, State Engineer, Division Engineer, Twin Lakes Reservoir & Canal Company, United States of America – USDA Forest Service, Upper Arkansas Water Conservancy District, Climax Molybdenum Company, Colorado River Water Conservation District, Colorado Water Conservation Board, Eagle Sky Foundation, Inc., Eric Laine, Fort Lyon Canal Company, Holbrook Mutual Irrigating Company and the City of Salida.

4.2. No other statements of opposition were filed, and the time for filing such statements has expired.

4.3. Opposers who filed withdrawals of their statement of opposition are as follows:

4.3.1. Eagle Sky Foundation, Inc. filed a Withdrawal of Statement of Opposition on October 29, 2007;

4.3.2. Fort Lyon Canal Company filed a Withdrawal of Statement of Opposition on June 8, 2010;

- 4.3.3. Holbrook Mutual Irrigating Company filed a Withdrawal of Statement of Opposition on June 9, 2010;
- 4.3.4. Eric Laine filed a Withdrawal of Statement of Opposition on December 19, 2014; and
- 4.3.5. Arkansas Valley Ditch Association filed a Withdrawal of Statement of Opposition on March 12, 2015.
5. Settlements. Opposers who did not file withdrawals have consented to entry of this decree, as evidenced by stipulations between the Applicant and Opposers filed with the Court, as follows:
- 5.1. Stipulation and Agreement between Applicant and Eagle Sky Foundation, Inc. filed on October 6, 2000 and Ordered on October 16, 2000;
- 5.2. Stipulation and Agreement between Applicant and East Twin Lakes Ditches & Water Works, Inc. et al. filed on October 3, 2005;
- 5.3. Stipulation and Agreement between Applicant and Parkville Water District filed on June 10, 1999 and Ordered on June 25, 1999;
- 5.4. Stipulation and Agreement between Applicant and East Twin Lakes Ditches and Water Works, Inc., et al. filed on October 3, 2005. An Order dismissing Opposer East Twin Lakes Ditches and Water Works, Inc. was entered on April 29, 2015;
- 5.5. Stipulation between Lake County Board of County Commissioners and Colorado River Water Conservation District filed on March 18, 2015 and Ordered on January 12, 2016;
- 5.6. Acknowledgement of Compliance with Terms of Stipulation between Applicant and Parkville Water District filed on April 24, 2015; and
- 5.7. Stipulation and Agreement between Board of County Commissioners of Lake County and Lake Fork Ranch Company filed on May 11, 2015 and Ordered on May 12, 2015.
- 5.8. Stipulation and Agreement between Board of County Commissioners of Lake County and City of Salida filed on April 20, 2016 and Ordered on April 20, 2016.

5.9. Stipulation and Agreement between Board of County Commissioners of Lake County and Southeastern Colorado Water Conservancy District filed on May 23, 2016 and Ordered on May 24, 2016.

5.10. Stipulation and Agreement between Board of County Commissioners of Lake County and Twin Lakes Reservoir and Canal Company filed on June 1, 2016 and Ordered on June 1, 2016.

5.11. Stipulation and Agreement between Board of County Commissioners of Lake County and Board of Water Works of Pueblo, Colorado filed on June 1, 2016 and Ordered on June 1, 2016.

5.12. Stipulation and Agreement between Board of County Commissioners of Lake County and Board of County Commissioners of Chaffee County filed on June 23, 2016 and Ordered on June 23, 2016.

5.13. Stipulation and Agreement between Board of County Commissioners of Lake County and City of Aurora filed on June 27, 2016 and Ordered on June 27, 2016.

5.14. Stipulation and Agreement between Board of County Commissioners of Lake County and The United States of America filed on August 24, 2016 and Ordered on August 25, 2016.

5.15. Stipulation and Agreement between Board of County Commissioners of Lake County and Pueblo West Metropolitan District filed on August 25, 2016 and Ordered on August 25, 2016.

5.16. Stipulation and Agreement between Board of County Commissioners of Lake County and Mount Massive Lakes, Inc. filed on September 19, 2016 and Ordered on September 19, 2016.

5.17. Stipulation and Agreement between Board of County Commissioners of Lake County and the State Engineer and Division Engineer for Water Division 2, filed on December 16, 2016 and Ordered on December 19, 2016.

6. Consultation with Division Engineer. On April 5, 1999, the Division Engineer for Water Division 2 filed a Report of the Division Engineer Summary of Consultation concerning the original Application in this case. On July 8, 2014, the Division Engineer filed a Consultation Report concerning the Second Amended Application and then on September 2, 2014 the Division Engineer filed an Amended Report. Those documents

were duly served on the parties to the case as required by law. See C.R.S. § 37-92-305(4). The Court has considered that Summary of Consultation, Consultation Report and Amended Report pursuant to C.R.S. § 37-92-305(4).

7. Land Ownership. The following entities own the lands upon which the following structures are or will be located. Conditions on the use of such lands by the Applicant are stated in other sections of this Decree.

- 7.1. Birdseye Gulch Reservoir and Ditch: U.S. Department of the Interior, Bureau of Land Management.
- 7.2. Hayden Meadows Recreation Pond: Applicant.
- 7.3. Twin Lakes Reservoir: U.S. Department of the Interior, Bureau of Reclamation.
- 7.4. Derry Ditch No. 3: City of Aurora.
- 7.5. Turquoise Reservoir: U.S. Department of the Interior, Bureau of Reclamation.
- 7.6. Box Creek Reservoir: City of Aurora.
- 7.7. Upper River Ditch: City of Aurora.

APPROVAL OF CHANGES OF WATER RIGHTS

8. Changes of Derry Ditch No. 3: Applicant owns 2.0 c.f.s. of the 4.0 c.f.s. decreed to this ditch as described below and has requested several changes of that 2.0 c.f.s. water right.

8.1. Description of Water Right:

8.1.1. Name of Structure: Derry Ditch No. 3.

8.1.2. Original Decree: July 12, 1904, Case No. 1857, District Court of Chaffee County.

8.1.3. Decreed Point of Diversion: The headgate is located on the left bank of the North Fork of Cozart Creek at a point whence the Northeast corner of Section 5, Township 11 South, Range 80 West, of the 6th P.M., bears North 66° 36' 20" East, 17,055 feet. The North Fork of Cozart Creek is within Bartlett Gulch, tributary to Lake Creek, tributary to the Arkansas River.

8.1.4. Source: Cozart Creek, a tributary of the Arkansas River.

8.1.5. Appropriation Date: June 21, 1884.

8.1.6. Amount:

8.1.6.1. Total Amount Decreed to Structure: 4.0 c.f.s. absolute.

8.1.6.2. Amount changed: 2.0 c.f.s. absolute.

8.1.7. Decreed Use: Irrigation.

8.2. Historical Use of Derry Ditch No. 3:

8.2.1. Lake County's 50 percent interest in the Derry Ditch No. 3 has historically irrigated approximately 85 acres of pasture grass within the NW ¼ of Section 4 and the NE ¼, the SE ¼, and the SW ¼ of Section 5, Township 11 South, Range 80 West, of the 6th P.M. The historically irrigated lands are depicted in **Exhibit F**. Average annual historical diversions for the use of the Derry No. 3 total approximately 272 a.f. per year of which 136 a.f. are attributed to Lake County's 2 c.f.s. (50%) ownership. The engineering analysis and other evidence demonstrate that historical irrigation use on that acreage has beneficially consumed the diverted water between May and October and produced return flows to the stream system in amounts varying by month.

8.2.2. The historical consumptive use of the Applicant's 2.0 c.f.s. ownership in the Derry Ditch No. 3 water rights is presented below as "net stream depletions." Net stream depletions equal the headgate diversion minus ditch losses and return flows. The resulting calculation produces both positive and negative numbers. A positive number indicates a river credit, while a negative number indicates a river debit. Net stream depletions presented below indicate that river credits exist from May through October and river debits or replacement obligations exist in November. Net stream depletions equal the actual consumptive use, but over a different distribution due to the effect of lagged, or delayed, irrigation return flows. River credits total 34.52 a.f. and river debits total 0.52 a.f. on an annual average basis. The average annual net stream depletions on a monthly basis are as follows in acre feet:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
0.0	0.0	0.0	0.0	3.57	10.79	9.75	7.52	2.77	0.11	-0.51	-0.01	34.0

8.3. Types of Changes:

8.3.1. Changes in Point of Diversion:

8.3.1.1. Derry Ditch No. 3 Augmentation Station: Applicant requests a change in the point of diversion for the Derry Ditch No. 3 from its originally decreed point of diversion described above to the augmentation station located within the NW1/4 SE1/4 of Section 12, Township 11 South, Range 81 West, of the 6th P.M. at a point 2,085 feet from the South section line and 2,548 feet from the East section line of said Section 12. UTM X: 379367, UTM Y: 4329450 (information for Structure ID No. 1101235 provided by the Colorado Decision Support System). A map showing the location is depicted in **Exhibit B**.

8.3.1.2. Golf Course Surface Diversion: Applicant also requests approval of a new point of diversion for the Derry Ditch No. 3 at the DeLappe Ditch to supply

the Mount Massive Golf Course: That ditch diverts on the west bank of the Arkansas River at a point whence the NW corner of Section 29, Township 9 South, Range 80 West, 6th P.M. bears South 54 degrees 2' West 6,975 feet. UTM X: 383913, UTM Y: 4346010 (information for Structure ID No. 1100527 provided by the Colorado Decision Support System). A map showing the location is depicted on **Exhibit C**.

8.3.2. Change in Type of Use: Applicant requests a change in the type of use for the Derry Ditch No. 3 from irrigation to irrigation and augmentation either directly or through storage, including by exchange, in accordance with the Plan for Augmentation described below.

8.3.3. Change in Method of Use: Applicant requests a change in the method of use for the Derry Ditch No. 3 from direct flow irrigation, to: (1) augmentation by direct storage in Box Creek Reservoir and storage for augmentation by exchange, as described in paragraph 13.1, in Hayden Meadows Recreation Pond, Birdseye Gulch Reservoir, or other reservoirs located within Lake County pursuant to a subsequent application; (2) replacement of depletions in the Arkansas River or its tributaries caused by structures included in the Plan for Augmentation; and (3) direct flow irrigation of the Mount Massive Golf Course by diversion at the changed point of diversion, the DeLappe Ditch as described in paragraph 8.4.2.

8.3.4. Change in Location of Use: Applicant requests a change in the location of use of the Derry Ditch No. 3 for augmentation use within Area A and also to irrigate approximately 22 acres at the Mount Massive Golf Course. The golf course is located in the NW ¼ of Section 29, Township 9 South, Range 80 West, 6th P.M., as depicted on **Exhibit C**.

8.4. Descriptions of Changed Points:

8.4.1. Augmentation Station: The Derry Ditch No. 3 Augmentation Station is located farther down on Bartlett Gulch (aka Cozart Creek) from the Derry Ditch No. 3 decreed location and is accessible via County Road 24c north of Twin Lakes Reservoir. At this location, water is diverted into the head of Corske Creek through a headgate and down Bartlett Gulch through another slide gate structure. Flows in Corske Creek and down Bartlett Gulch are measured through 24-inch Parshall flumes. The Lily Pond Ditch is reportedly measured at the Corske Creek flume. Because the Derry Ditch No. 3 water right is senior to the Lily Pond Ditch, the senior Derry Ditch right must be satisfied before diversions under the Lily Pond Ditch can legally occur. Therefore, the water can be measured and bypassed to Bartlett Gulch or Corske Creek using the two existing flumes.

8.4.2. Golf Course Surface Diversion: This diversion is also known as and constitutes the historical “DeLappe Ditch.” Water diverted through the DeLappe Ditch for the Mount Massive Golf Course is delivered into a pond and pumped through a sprinkler irrigation system for irrigation of up to 22 acres of tees, greens, and fairways. The annual consumptive use for the golf course is estimated at 30.45 acre feet for irrigation of 21.2 acres in May, 22 acres from June-August and 19.7 acres in September. The average annual net stream depletions are equal to or less than the historical use of the Derry Ditch No. 3 and are listed below:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
-0.05	0.0	0.0	0.0	3.56	10.60	9.24	6.73	2.76	-1.62	-0.58	-0.19	30.45

8.5. Terms and Conditions: Applicant has proposed the following terms and conditions for exercise of its Derry Ditch No. 3 water rights as changed herein.

8.5.1. The combined amount diverted at the Derry Ditch No. 3 Augmentation Station or the Golf Course Surface Diversion shall not exceed the amount of the County’s 2.0 c.f.s. changed water right that is then in priority and the average monthly in-priority historical diversion of Lake County’s 50 percent interest in the Derry Ditch No. 3, as listed below.

8.5.2. The amount diverted at the Golf Course Surface Diversion shall not exceed the amount of the County’s 2.0 c.f.s. water right that is contemporaneously physically and legally available at the Augmentation Station and is returned to the stream at that Station.

8.5.3. The lands irrigated with the changed water right from diversions at the Golf Course Surface Diversion shall not exceed the 22 acres of the Mount Massive Golf Course located as stated above and shown on **Exhibit C**. Irrigation shall be limited to 21.2 acres during the month of May and 19.7 acres during the month of September.

8.5.4. Any delayed depletions associated with the changed water right diversions will be replaced to the river on such schedule as the Division Engineer requests.

8.5.5. At times when either the physical and/or legal availability of water for the Derry Ditch No.3 is limited to less than the historical average diversion, the Applicant will limit consumptive use credits at the Augmentation Station to the pro rata amount so available and limit diversions at the Golf Course Surface Diversion to the amount so available which is not being claimed contemporaneously as consumptive use credit at the Augmentation Station.

8.5.6. Combined diversions will be limited by a monthly and annual maximum, and 20-year running annual average in acre feet as follows. The historical monthly average provides a basis for the consumable diversion calculations. No month shall exceed the maximum diversions in any given year. These limitations shall be implemented during the first irrigation season (May through October) following the entry of this Decree.

	May	Jun	Jul	Aug	Sep	Oct
Monthly Historical Average (AF)	9.52	34.47	34.74	32.04	19.25	6.05
Monthly Historical Average (cfs)	0.15	0.58	0.57	0.52	0.32	0.11
Monthly Maximum	71.41	119.01	122.98	122.98	111.08	59.51
Annual Maximum	555.4					
20-Year Running Annual Average	136.14					

8.5.7. The consumptive use credits at the Augmentation Station will be limited by a daily, monthly, and annual maximum and a 20-year running annual average when the Derry Ditch No. 3 is in priority. These limitations shall be implemented during the first irrigation season (May through October) following the entry of this Decree. The consumptive use rates are in acre feet as follows:

	May	Jun	Jul	Aug	Sep	Oct
Daily Average	0.1152	0.3595	0.3146	0.2427	0.0924	0.0036
Daily Maximum	0.7513	0.6962	0.7405	1.0354	0.3840	0.4696
Monthly Maximum	23.29	20.89	22.96	32.10	11.52	14.56
Annual Maximum	82.3					
20-Year Running Annual Average	34.0					

8.5.8. Adequate diversion, measuring, and control devices, as deemed necessary by the Division Engineer, are required for the administration of the Derry Ditch No. 3 water right at the augmentation station.

8.5.9. The assessment of Derry Ditch No. 3 transit losses shall be applied to the amount of diversions determined to be fully consumable as determined by the

Division Engineer. Transit losses of the Derry Ditch No. 3 conveyed down Corske Creek are the same as historical losses.

8.5.10. At times when Derry Ditch No. 3 water is bypassed for subsequent use through Twin Lakes Reservoir, the Applicant shall determine and report to the local water commissioner; 1) the portion of gross diversions made under Applicant’s interest in the Derry No. 3 that are to be diverted at the changed point of diversion at the DeLappe Ditch headgate, 2) the complementary component of diversions made under the Applicant’s interest in the Derry Ditch No. 3 that are to be used to compute the consumable portion that is to be applied to replace depletions pursuant to the plan for augmentation and/or stored directly by exchange, and 3) the respective net amounts of the consumable portion that is to be applied to replace depletions pursuant to the plan for augmentation or stored directly or by exchange. Such reports are to be made on a weekly basis or promptly at any time management changes are decided upon by the Applicant.

8.5.11. The gross diversion attributed to Lake County’s interest in the Derry Ditch No. 3 is calculated as 50 percent of the water diverted in priority and measured at the Augmentation Station, up to 2.0 c.f.s. subject to the limitations described in paragraph 8.5.6 above. Lake County’s consumable portion of the Lake County diversion is determined using the following formulas:

Equation 1

$LCDD = DeLappe + LCD$, where

LCDD = Lake County Daily Diversion (Total);

DeLappe = Amount of direct flow diverted at the DeLappe Ditch; and

LCD = Amount of total diversion available to be converted to CU in c.f.s.

Equation 2

$CHCU = LCD * HCUF * 1.9835$, where

CHCU is the consumable portion of Lake County total diversion;

LCD = Amount of total diversion available to be converted to CU in c.f.s.;

HCUF is the historic consumptive use factor (see below); and

1.9835 converts c.f.s. to acre-feet for 24 hours of flow.

	May	June	July	August	September	October
HCUF	0.375	0.313	0.281	0.235	0.144	0.018

The calculated daily consumable historic consumptive use (CHCU) can be up to the maximum daily value, subject to the limitations in paragraph 8.5.7. The consumable portion of the Lake County diversion that can be applied to replace depletions pursuant to the plan for augmentation or stored directly or by exchange (CHCU) is calculated based on the difference between the Lake County Daily Diversion (Total) (a.k.a. LCDD) and the Derry Ditch No. 3 diversion made at the DeLappe Ditch. For example, if the Lake County diversion is 1.0 c.f.s. and Lake County chooses to divert 0.75 c.f.s. at the changed point of diversion at the DeLappe Ditch then the remaining 0.25 c.f.s. of the Lake County daily diversion (LCDD) shall be used to calculate the consumable portion (CHCU) available to be used for the augmentation plan or for storage either directly or by exchange. For example, if the 0.25 c.f.s. (LCD) were diverted in May, then $(0.25 * 0.375 * 1.9835) = 0.1859$ acre feet could be stored. Any applicable transit losses will be determined pursuant to paragraph 9.5.3.8.

8.5.12. The Applicant shall comply with the Compact Rules Governing Improvements to Surface Water Irrigation Systems in the Arkansas River Basin in Colorado with respect to diversions at the DeLappe Ditch.

8.6. Non-injury. If the Derry Ditch No. 3 water right changed herein is limited and operated by the Applicant pursuant to the terms and conditions stated above, and Applicant also adheres to the reporting and accounting requirements for its diversions as required in this Decree, the changes of water rights described in this Decree will not injuriously affect the owners of or persons entitled to use vested or decreed conditional water rights.

8.7. No Change to Other Water Rights. This Decree does not change any water rights other than Lake County's 50 percent interest in the Derry Ditch No. 3. No change is requested for rights decreed to any other structure, including those for which Lake County is currently contemplating and negotiating for use as a Contract Exchange.

APPROVAL OF PLAN FOR AUGMENTATION

9. Statement of Plan for Augmentation.

9.1. Need for Augmentation. As a component of the effective management and development of the present and future water use related growth of the County and the resources of the region, Lake County requests to develop a regional or "umbrella" augmentation plan within the County to replace out-of-priority depletions from existing and future water diversions and uses for such growth and developments to provide legally reliable diversions that protect senior water rights. This Plan will establish a

framework within which water users that meet certain criteria can be included into this Plan for Augmentation utilizing Lake County owned or controlled water rights to replace out-of-priority stream depletions from diversions by wells, springs, surface diversions, and storage ponds. The County's "Water Supply Program" shall mean the operation of the contracts entered into by the County and the provision of the augmentation water and operation of exchanges approved in this Decree. As outlined in more detail below, the County also seeks the right to add new sources of augmentation supply in the future as provided by law. The total cumulative rate of all river exchanges necessary to support the Plan is 2.5 c.f.s.

9.2. Augmentation Areas. The County requests a Plan for Augmentation to augment out-of-priority depletions within the County's "Area A" shown on **Exhibit A**. Area A is described by the quarter sections of land that it covers in **Exhibit D** attached hereto. The "Area A" service area shown on **Exhibit A** and included within **Exhibit D** represents the maximum potential service area. The active "Area A" boundary will be updated by the County annually and a revised map of that active Area A shall be provided by the County to the Division 2 Engineer's Office (DEO) by February 15 of each year of plan operation. The DEO will review and approve the active Area A and any changes requested in the annual map update. The active Area A boundary will be determined based on the water rights and supplies to be used for augmentation and the exchange capacity in any area proposed to be served by an exchange.

9.2.1. Area A. Area A encompasses those regions that are located near the Arkansas River or on tributary creeks where use of the County's water rights or supplies for augmentation can offset the out-of-priority depletions of its and its Contractees' water use under this Plan for Augmentation. Thus, within the County's "Area A" there are no calling water rights located between the proposed diversions and the Arkansas River or relevant tributaries that cannot be augmented with supplies available to Lake County. The County has identified two augmentation sub-areas, Areas A-1 and A-2. A map depicting Area A and the Sub Areas is attached as **Exhibit A**.

9.2.2. Sub-Areas. The County has divided its Area A into Areas A-1 and A-2. Each sub-area contains a portion or tributaries of the Arkansas River in which the County will provide service in a different manner under this Plan for Augmentation. Generally, Area A-1 includes the Arkansas River below its confluence with Tennessee Creek and includes portions of Turquoise Reservoir and Lake Fork basin.

Depletions originating within Area A-1 can be augmented by exchange with existing Lake County replacement supplies (Derry Ditch No. 3, and Division 5 COA Sources) and by Birdseye Gulch Reservoir when it is completed. Depletions originating within Area A-2 have limits on exchange potential and require the development of upstream storage supplies and/or contract exchanges in cooperation with participating water

diverters to develop year-around augmentation capability. The legal description of all land located within each sub-area is described in **Exhibit D**. The sub-areas are specifically described below:

9.2.3. Area A-1 – Arkansas River Below the Confluence of the East Fork of the Arkansas and Tennessee Creek: Area A-1 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Arkansas River and its tributaries in a stream reach extending from a downstream terminus at the point where the Arkansas River crosses from Lake County into Chaffee County to and upstream terminus, the confluence of the East Fork of the Arkansas River and Tennessee Creek, a distance of approximately 15 miles. The downstream terminus, the southern boundary of Lake County is located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 11 South, Range 79 West of the 6th Principal Meridian. The upstream terminus, the confluence of the East Fork of the Arkansas River and Tennessee Creek is located within Lake County in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 9 South, Range 80 West of the 6th Principal Meridian. Depletions originating within Area A-1 can be augmented by exchange with existing Lake County replacement supplies (Division 5 COA Sources and Derry Ditch No. 3). The boundary of Area A-1 is depicted on **Exhibit A**. Major tributaries to the Arkansas River that are included within Area A-1 are defined below:

9.2.3.1. Spring Creek (South of Sawmill Gulch)

9.2.3.1.1. Lower Terminus – The confluence of Spring Creek with the Arkansas River in Government Lot 1 (NE $\frac{1}{4}$), Section 25, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.1.2. Upper Termini – All areas tributary to Spring Creek.

9.2.3.2. Holmes Gulch

9.2.3.2.1. Lower Terminus – The confluence of Holmes Gulch with the Arkansas River in the NW $\frac{1}{4}$ of Section 13, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.2.2. Upper Termini – All areas tributary to Holmes Gulch.

9.2.3.3. Sawmill Gulch

9.2.3.3.1. Lower Terminus – The confluence of Sawmill Gulch with the Arkansas River in the NE $\frac{1}{4}$ of Section 11, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.3.2. Upper Termini – All areas tributary to Sawmill Gulch.

9.2.3.4. Spring Creek (North of Sawmill Gulch)

9.2.3.4.1. Lower Terminus – The confluence of Spring Creek with the Arkansas River in the SE ¼ of Section 34, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.4.2. Upper Termini – All areas tributary to Spring Creek, including Brush Creek.

9.2.3.5. Dry Union Gulch

9.2.3.5.1. Lower Terminus – The confluence of Dry Union Gulch with the Arkansas River in the NE ¼ of Section 27, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.5.2. Upper Termini – All areas tributary to Dry Union Gulch.

9.2.3.6. Empire Gulch

9.2.3.6.1. Lower Terminus – The confluence of Empire Gulch with the Arkansas River in the NW ¼ of Section 22, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.6.2. Upper Terminus – All areas tributary to Empire Gulch below the Empire Creek Ditch (Moyer Headgate – See 97CW83) in the NE ¼ of SW ¼ of Section 14, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.7. Thompson Gulch

9.2.3.7.1. Lower Terminus – The confluence of Thompson Gulch with the Arkansas River in the NE ¼ of Section 16, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.7.2. Upper Termini – All areas tributary to Thompson Gulch.

9.2.3.8. Iowa Gulch

9.2.3.8.1. Lower Terminus – The confluence of Iowa Gulch with the Arkansas River in the NE ¼ of Section 16, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.8.2. Upper Terminus – All areas tributary to Iowa Gulch below the AASARCO Iowa Gulch Pumping Station in the E ½ of the unsurveyed Section 33, Township 9 South, Range 79 West of the 6th P.M.

9.2.3.9. California Gulch

9.2.3.9.1. Lower Terminus – The confluence of California Gulch with the Arkansas River in the NE ¼ of Section 32, Township 9 South, Range 80 West of the 6th P.M.

9.2.3.9.2. Upper Terminus – All areas tributary to California Gulch excluding the Parkville Water District service area.

9.2.3.10. Box Creek

9.2.3.10.1. Lower Terminus – The confluence of Box Creek Gulch with the Arkansas River in the SE ¼ of Section 11, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.10.2. Upper Termini – All areas tributary to Box Creek below the Derry No. 2 Headgate in the NE ¼ of the SW ¼ of Section 5, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.11. Corske Creek

9.2.3.11.1. Lower Terminus – Corske Creek joins Box Creek at an unknown location within either:

9.2.3.11.1.1. Section 3, 4 or 5, Township 11 South, Range 80 West; or

9.2.3.11.1.2. Section 32, 33 or 34, Township 10 South, Range 80 West of the 6th P.M.

9.2.3.11.2. Upper Termini – All areas tributary to Corske Creek downstream of the intersection of Corske Creek with the western boundary of Range 80 W located in Government Lot 2 (NW ¼) of Section 7, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.12. Lake Creek

9.2.3.12.1. Lower Terminus – The confluence of Lake Creek with the Arkansas River in the SE ¼ of Section 24, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.12.2. Upper Terminus – All areas tributary to Lake Creek downstream of the intersection of Lake Creek with the western boundary of Range 80 W located in Government Lot 4 (SW ¼) of Section 19, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.13. Bartlett Gulch

9.2.3.13.1. Lower Terminus – The confluence of Bartlett Gulch with Twin Lakes in Government Lot 5 (the NE ¼) of Section 19, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.13.2. Upper Termini – All areas tributary to Bartlett Gulch below the Lily Pond Ditch Headgate located in the SE ¼ of Section 12, Township 11 South, Range 81 West of the 6th P.M.

9.2.3.14. Dayton Gulch

9.2.3.14.1. Lower Terminus – The confluence of Dayton Gulch with Twin Lakes in Government Lot 2 (the NW ¼) of Section 19, Township 11 South, Range 80 West of the 6th P.M.

9.2.3.14.2. Upper Termini – All areas tributary to Dayton Gulch.

9.2.4. Area A-2 – Turquoise Reservoir and Lake Fork: Area A-2 includes structures that will divert water from within that portion of Area A encompassing areas tributary to the Lake Fork and its tributaries in a stream reach extending from a downstream terminus at the confluence of Lake Fork with the Arkansas River to an upstream terminus, a point just upstream of the confluence of Lake Fork and Busk Creek at the upper end of Turquoise Reservoir, a distance of approximately 9 miles. The downstream terminus is located in the SE quarter of Section 5, Township 10 South, Range 80 West of the 6th Principal Meridian. The upstream terminus is located in the SW ¼ of Section 10, Township 9 South, Range 81 West of the 6th Principal Meridian. Depletions originating within Area A-2 will be augmented by exchange only when exchange potential exists. However, exchange potential is limited within Area A-2 and the development of upstream storage supplies and/or contract exchange in cooperation with third parties, such as the Pueblo Board of Water Works (PBWW), City of Aurora, or the City of Colorado Springs is required to develop year around augmentation. Specifically, Lake County is working with the municipalities and/or their water providers to execute a contract exchange of Twin Lakes Water for transbasin water supplies stored in Turquoise Reservoir. Except when exchange potential exists, augmentation within Area A-2 shall be by release from Turquoise Reservoir. Augmentation within Area A-2 may begin when, and may continue for so long as, Lake County has the ability to store water in and release water from Turquoise Reservoir. The boundary of Area A-2 is depicted on **Exhibit A**. Major tributaries to Lake Fork that are included within Area A-2 are defined below:

9.2.4.1. Willow Creek

9.2.4.1.1. Lower Terminus – The confluence of Willow Creek with Lake Fork in Government Lot 2 (NE ¼), Section 6, Township 10 South, Range 80 West of the 6th P.M.

9.2.4.1.2. Upper Terminus – All areas tributary to Willow Creek, excluding any wilderness areas, downstream of the Willow Creek Ditch headgate

located in the NW ¼ of Section 12, Township 10 South, Range 81 West of the 6th P.M.

9.2.4.2. North Willow Creek

9.2.4.2.1. Lower Terminus – The confluence of North Willow Creek with Willow Creek in the SE ¼, Section 1, Township 10 South, Range 81 West of the 6th P.M.

9.2.4.2.2. Upper Terminus – All areas tributary to North Willow Creek, excluding any wilderness areas, downstream of the west line of the SW ¼ of Section 1, Township 10 South, Range 81 West of the 6th P.M.

9.2.4.3. Hunt Gulch

9.2.4.3.1. Lower Terminus – The confluence of Hunt Gulch with Lake Fork in the SW ¼, Section 31, Township 9 South, Range 80 West of the 6th P.M.

9.2.4.3.2. Upper Terminus – All areas tributary to Hunt Gulch, excluding any wilderness areas or National Fish Hatchery lands, downstream of the west line of the SW ¼ of Section 25, Township 9 South, Range 81 West of the 6th P.M.

9.2.4.4. Colorado Gulch

9.2.4.4.1. Lower Terminus – The confluence of Colorado Gulch with Lake Fork in Government Lot 3 (the SW ¼), Section 30, Township 9 South, Range 80 West of the 6th P.M.

9.2.4.4.2. Upper Terminus – All areas tributary to Colorado Gulch, excluding any wilderness areas.

9.2.4.5. Strawberry Gulch

9.2.4.5.1. Lower Terminus – The confluence of Strawberry Gulch with Lake Fork in Government Lot 5 (the NW ¼), Section 30, Township 9 South, Range 80 West of the 6th P.M.

9.2.4.5.2. Upper Terminus – All areas tributary to Strawberry Gulch, excluding any wilderness areas.

9.2.4.6. Sugarloaf Gulch

9.2.4.6.1. Lower Terminus – The confluence of Strawberry Gulch with Lake Fork in Government Lot 42 (the SW ¼), Section 19, Township 9 South, Range 80 West of the 6th P.M.

9.2.4.6.2. Upper Terminus – All areas tributary to Sugarloaf Gulch, excluding any wilderness areas.

9.2.4.7. Bartlett Gulch

9.2.4.7.1. Lower Terminus – The confluence of Bartlett Gulch with Lake Fork in the SW ¼, Section 19, Township 9 South, Range 80 West of the 6th P.M.

9.2.4.7.2. Upper Terminus – All areas tributary to Bartlett Gulch, excluding any wilderness areas.

9.2.4.8. Busk Creek

9.2.4.8.1. Lower Terminus – The confluence of Busk Creek with Lake Fork in the SW ¼, Section 10, Township 9 South, Range 81 West of the 6th P.M.

9.2.4.8.2. Upper Terminus – All areas tributary to Busk Creek, excluding any wilderness areas.

9.2.4.9. Bear Creek

9.2.4.9.1. Lower Terminus – The confluence of Bear Creek with Turquoise Reservoir in the SE ¼, Section 10, Township 9 South, Range 81 West of the 6th P.M.

9.2.4.9.2. Upper Terminus – All areas tributary to Bear Creek, excluding any wilderness areas.

9.3. Structures to Be Augmented. The Plan will augment wells, springs, surface water rights, and on-and-off channel ponds, owned or used by Lake County or its authorized contractees under its Water Supply Program, all of which are or will be located within Areas A-1 and A-2, the depletions for which will be determined in accordance with and will be augmented under the Plan ("Augmented Structures"). Lake County's Second Amended Application claimed a service area that included portions of the drainages of Tennessee Creek, East Fork of the Arkansas River, and Lake Creek upstream from Twin Lakes Reservoir. The County does not currently have storage facilities or other supplies to provide for augmentation services in those areas. Through the negotiation and proposed decree process, the County has withdrawn those areas from this case and the decree in this case. However, the County intends to continue planning for augmentation in those areas as storage and other reliable augmentation supplies may become available to the County for inclusion into its plan by amendments of the plan decreed in this case or by separate augmentation plans, any of which shall be prosecuted by the County through appropriate applications to this Court.

9.4. Water Rights and Supplies to Be Used for Augmentation. The water rights and supplies to be used for augmentation of out-of-priority depletions associated with the Augmented Structures consist of the following "Augmentation Sources."

9.4.1. **Division 5 Sources:** Sources originating from Water Division 5, defined as the “Division 5 COA Sources.” The Division 5 COA Sources are available to Lake County in the amount of 40 acre feet per year pursuant to the AIGA identified in paragraph 2.3. above and pursuant to the terms of the AIGA. Lake County and the CWCB agree, and the Court finds, that the 40 acre feet of transbasin water diverted from Water Division 5 under the Division 5 COA Sources for Lake County’s use would occur in the absence of the AIGA. Aurora needs and would have diverted and used the 40 acre-feet of transbasin water. Therefore, Aurora’s trade to Lake County of 40 acre-feet of transbasin water for use in this Plan for Augmentation, in exchange for 40 acre-feet of in-basin historical consumptive use water pursuant to the AIGA, does not result in an expansion of use of the Division 5 COA Sources diverted from Water Division 5. Applicant’s use of the City of Aurora’s water rights diverted from Colorado Water Division No. 5 or any other area of the Colorado River Basin within Colorado shall require that such rights must be decreed for or changed to the uses to be made by the Applicant by appropriate Water Court decree.

9.4.1.1. INDEPENDENCE PASS TRANSMOUNTAIN DIVERSION SYSTEM

9.4.1.1.1. **Structures:** The Independence Pass Transmountain Diversion System (“IPTDS”), is comprised of the following structures: Lincoln Gulch Diversion Dam (a/k/a Grizzly Reservoir) and Tunnel No. 1, which is designated Headgate No. 1 of the IPTDS; New York Collection Canal (“NYCC”), which includes Headgate No. 1 of the NYCC, which is designated Headgate No. 2 of the IPTDS, Headgate No. 2 of the NYCC, which is designated Headgate No. 3 of the IPTDS, and Headgate No. 3 of the NYCC, which is designated Headgate No. 4 of the IPTDS; Roaring Fork Diversion Dam, Tunnel No. 2, which is designated Headgate No. 5 of the IPTDS, and Lincoln Gulch Connection Canal; Lost Man Diversion Dam, and Lost Man Diversion Canal, which is designated Headgate No. 6 of the IPTDS; and Twin Lakes Reservoir, which is located on Lake Creek, a tributary of the Arkansas River.

The Lost Man Diversion Dam is located on Lost Man Creek, and diverts water into the Lost Man Diversion Canal, which conveys water to the Roaring Fork River just above the Roaring Fork Diversion Dam.

The Roaring Fork Diversion Dam is located on the Roaring Fork River, and diverts water from the Lost Man Diversion Canal and the Roaring Fork River into Tunnel No. 2, which conveys the water into the Lincoln Gulch Connection Canal.

The Lincoln Gulch Connection Canal conveys water from Tunnel No. 2, as well as an additional 20 c.f.s. that it collects along the line of the canal, into the Lincoln Gulch Diversion Dam.

The NYCC diverts water from West Fork Creek, New York Gulch, and Tabor Gulch, and conveys it to the Lincoln Gulch Diversion Dam.

The Lincoln Gulch Diversion Dam, located on Lincoln Creek, diverts water delivered by the Lincoln Gulch Connection Canal and the NYCC, and waters of Lincoln Creek and Grizzly Creek, into Tunnel No. 1, which conveys such water from the Colorado River Basin under the Continental Divide and into Lake Creek in the Arkansas River Basin.

Twin Lakes Reservoir is located on Lake Creek, downstream of the discharge portal of Tunnel No. 1.

9.4.1.1.2. Decreed Sources of Water: The decreed sources of water for the IPTDS are the Roaring Fork River and certain of its tributaries, including Lincoln Gulch or Creek, Grizzly Creek, West Fork Creek (a/k/a New York Gulch), New York Gulch (a/k/a Brooklyn Gulch), Tabor Gulch, and Lost Man Creek, all in former Water District No. 38, Pitkin County, Colorado.

9.4.1.1.3. Appropriation Dates: (1) August 23, 1930 (Original IPTDS Appropriation); (2) April 30, 1973 (NYCC Supplement); (3) June 8, 1994 (1994 Supplement).

9.4.1.1.4. Amounts Decreed to Structures:

Original IPTDS Appropriation: The total amount decreed to the Original IPTDS Appropriation is 625 c.f.s. The individual amounts decreed to the structures (as of December, 2013) are:

Lincoln Gulch Diversion Dam

(a/k/a Grizzly Reservoir) and Tunnel No. 1: 625 c.f.s. Absolute

NYCC:

NYCC Headgate No. 1 (West Fork Creek): 77 c.f.s. Absolute

NYCC Headgate No. 2 (New York Gulch): 127 c.f.s. Absolute

NYCC Headgate No. 3 (Tabor Gulch): 171 c.f.s. Absolute

Roaring Fork Diversion Dam, Tunnel No. 2, and Lincoln Gulch Connection Canal: 322 c.f.s. Absolute; 28 c.f.s. Conditional

Lincoln Gulch Connection Canal (water collected along its course): 20 c.f.s. Absolute

Lost Man Diversion Dam: 251 c.f.s. Absolute; 24 c.f.s. Conditional

NYCC Supplement:

NYCC Headgate No. 1: 0 c.f.s. Absolute; 20 c.f.s. Conditional

NYCC Headgate No. 2: 15 c.f.s. Absolute; 35 c.f.s. Conditional

NYCC Headgate No. 3: 39 c.f.s. Absolute; 61 c.f.s. Conditional

1994 Supplement: The total amount decreed to the 1994 Supplement is 240.75 c.f.s. Absolute, comprised of 76.71 c.f.s. diverted at the NYCC component of the IPTDS, and 164.16 c.f.s. diverted at the Lost Man and Roaring Fork components of the IPTDS. The 1994 Supplement is subject to an annual diversion limit of 30,000 a.f. and a running ten year limit of 46,500 a.f.

Total diversions through the IPTDS are subject to an annual limit of 68,000 a.f. and a running ten year limit of 570,000 a.f.

9.4.1.1.5. Original and Relevant Subsequent Decrees:

Original IPTDS Appropriation:

August 25, 1936, District Court, Garfield County, Colorado, CA 3082 (original adjudication);

May 12, 1976, District Court, Water Division No. 5, W-1901 (change of water right);

May 27, 2009, District Court, Water Division No. 5, 07CW145 (most recent diligence decree).

NYCC Supplement:

October 2, 1979, District Court, Water Division No. 5, W-1869 (original adjudication);

January 15, 2010, District Court, Water Division No. 5, 07CW199 (most recent diligence decree).

1994 Supplement:

April 20, 2001, District Court, Water Division No. 5, 95CW321.

9.4.1.1.6. Decreed Uses:

Original IPTDS Appropriation: direct flow and storage for irrigation, domestic, commercial, industrial, municipal and all beneficial purposes, at any sites capable of being served by deliveries from either the discharge

portal of Tunnel No. 1 into Lake Creek or the storage of Twin Lakes Reservoir in Lake County, Colorado, including but not limited to, the municipal water works of the Cities of Aurora, Pueblo, and Colorado Springs, and the Pueblo West Metropolitan District; and at three points of diversion from the Colorado River.

NYCC Supplement: irrigation, industrial, municipal, commercial, domestic, and all beneficial purposes (including storage for the aforesaid purposes).

1994 Supplement: direct flow and storage for irrigation and municipal use by the parties lawfully entitled thereto, at any site capable of being served by deliveries from either the discharge portal of Tunnel No. 1 into Lake Creek or the storage of Twin Lakes Reservoir in Lake County, Colorado, including, but not limited to, the municipal waterworks of the Cities of Aurora, Pueblo, and Colorado Springs, and the Pueblo West Metropolitan District.

9.4.1.2. HOMESTAKE PROJECT

9.4.1.2.1. Structures: The Homestake Project is comprised of the following structures: Homestake Conduit, East Fork Conduit, Homestake Tunnel, Homestake Reservoir, Eagle-Arkansas Ditch; Resolution Creek Reservoir; Lower East Fork Reservoir; Eagle Park (Camp Hale) Reservoir; Eagle Park (Camp Hale) Wetland Irrigation System; Eagle Park (Camp Hale) Aquifer Wellfield; Blodgett Reservoir; Homestake Creek Intake; Turkey Creek Intake; and Eagle-Cross Pump & Pipeline.

The Homestake Conduit diverts water from Homestake Creek and tributaries of the Eagle River and Homestake Creek and conveys water to Blodgett Reservoir, Homestake Reservoir, and the Homestake Tunnel. The following structures are points of diversion and alternate points of diversion for the decreed Homestake Conduit water rights: Blodgett Reservoir, Homestake Creek Intake, Turkey Creek Intake, Cross Creek Intake of Eagle-Cross Pump and Pipeline, Fall Creek Intake of Eagle-Cross Pump and Pipeline, Peterson Creek Intake of Eagle-Cross Pump and Pipeline, Eagle River Diversion of Eagle-Cross Pump and Pipeline, French Creek Intake, Fancy Creek Intake, Missouri Creek Intake, Sopris Creek Intake, and Peterson Creek Intake.

The East Fork Conduit diverts water from the East Fork of Homestake Creek and conveys water to Homestake Reservoir and Homestake Tunnel.

Homestake Reservoir, a/k/a Elliott-Weers Reservoir, is located on Homestake Creek.

The Homestake Tunnel has its intake at Homestake Reservoir and conveys water from the Colorado River Basin into the Arkansas River Basin.

The Eagle-Arkansas Ditch diverts water from tributaries of the Eagle River and conveys water via tunnel from the Colorado River Basin into the Arkansas River Basin.

Resolution Creek Reservoir is located on Resolution Creek below the confluence of Resolution Creek and Pearl Creek.

Lower East Fork Reservoir is located on the East Fork Eagle River near the confluence of the East Fork and Cataract Creek.

Eagle Park (Camp Hale) Reservoir is a surface and underground storage facility located on the Eagle River and East Fork Eagle River in the vicinity of Camp Hale.

The Eagle Park (Camp Hale) Wetlands Irrigation System is located on the Eagle River and East Fork Eagle River in the vicinity of Camp Hale.

The Eagle Park (Camp Hale) Aquifer Well Field comprises twenty wells located along the Eagle River and East Fork Eagle River in the vicinity of Camp Hale.

Blodgett Reservoir is located on Homestake Creek below Homestake Reservoir.

The Homestake Creek Intake diverts water from Homestake Creek for direct use, storage in the Homestake Project storage facilities, and transmountain conveyance out of the Colorado River basin into the Arkansas River basin.

The Turkey Creek Intake diverts water from Turkey Creek for direct use, storage in Homestake Project storage facilities, and transmountain conveyance out of the Colorado River basin into the Arkansas River basin.

The Eagle-Cross Pump and Pipeline diverts waters from the Eagle River and tributaries of the Eagle River for direct use, storage in storage facilities of the Homestake Project, and transmountain conveyance out of the Colorado River basin into the Arkansas River basin.

9.4.1.2.2. Decreed Sources of Water: The decreed sources of water for the component structures of the Homestake Project are Homestake Creek and its tributaries including East Fork Homestake Creek, Middle Fork Homestake Creek, French Creek, Fancy Creek, Missouri Creek, Sopris Creek, Whitney Creek, unnamed creek tributary to Homestake Creek, small unnamed streams, seeps, sheet flows, and groundwaters along the Homestake Conduit, and water

seeping and percolating into Homestake Tunnel from former Water District No. 37 areas, and the Eagle River, its alluvium, and its tributaries including West Cross Creek, Cross Creek, East Cross Creek, Fall Creek, Peterson Creek, unnamed creek near Cross Creek below West Cross confluence, Cataract Creek, Sheep Gulch, East Fork Eagle River, Jones Gulch, Fiddler Creek, Taylor Gulch, Piney Creek, small unnamed seams, springs, seeps, sheet flows, and groundwater along Eagle-Arkansas Ditch, Resolution Creek, Pearl Creek, and Turkey Creek.

9.4.1.2.3. Appropriation Dates: (1) September 22, 1952 (Original Homestake Appropriation); (2) December 19, 1988 (88CW449 Appropriations); (3) November 27, 1995 (95CW272 Appropriations); (4) February 13, 1995 (priority date for 98CW270 (Augmentation Plan and Exchanges))

9.4.1.2.4. Amounts Decreed to Structures:

Original Homestake Appropriation Structures (as of December 2013):

Homestake Conduit: The individual amounts decreed from the particular sources (as of December 2013) are:

<u>Stream or Source</u> :	<u>Amounts (A = absolute; C = conditional)</u> :	
French Creek:	60.1 c.f.s. A;	119.9 c.f.s. C
Fancy Creek:	38.6 c.f.s. A;	91.4 c.f.s. C
Missouri Creek:	39.8 c.f.s. A;	80.2 c.f.s. C
Sopris Creek:	41.3 c.f.s. A;	118.7 c.f.s. C
West Cross Creek:		200 c.f.s. C
Cross Creek:		300 c.f.s. C
East Cross Creek:		130 c.f.s. C
Fall Creek:		260 c.f.s. C
Peterson Creek:		50 c.f.s. C
Whitney Creek:		80 c.f.s. C
Unnamed Creek (tributary to Homestake Creek):		50 c.f.s. C
Unnamed Creek (near Cross Creek below West Cross confluence):		60 c.f.s. C

Small unnamed streams, springs, seeps, sheet flows and ground waters along conduit:		120 c.f.s. C
<u>Total Amount:</u>	179.8 c.f.s. A;	1,660.2 c.f.s. C

Said amounts from any and all sources are limited by the capacity of the Homestake Conduit at its lowest diversion into Homestake Reservoir to 1,530 c.f.s.

East Fork Conduit:	70.8 c.f.s. A;	189.2 c.f.s. C
Homestake Reservoir:	43,504.7 a.f. A;	83,338.98 a.f. C
Homestake Tunnel:	300 c.f.s. A;	10.0 c.f.s. C

(seepage and percolation)

Eagle-Arkansas Ditch: The total amount decreed to the Eagle-Arkansas Ditch is 530 c.f.s. Conditional. The individual amounts decreed from particular sources are:

<u>Stream or Source:</u>	<u>Amounts:</u>
Cataract Creek:	90 c.f.s. C
Sheep Gulch:	20 c.f.s. C
East Fork Eagle River:	230 c.f.s. C
Jones Gulch:	90 c.f.s. C
Fiddler Creek:	30 c.f.s. C
Taylor Gulch:	20 c.f.s. C
Piney Creek:	20 c.f.s. C

Small unnamed streams, springs, seeps, sheet flows and ground water along the Eagle-Arkansas Ditch:	30 c.f.s. C
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88CW449 Appropriation Structures (as of December 2013):

Resolution Creek Reservoir:	5,000 a.f. C
Lower East Fork Reservoir:	2,500 a.f. C
Eagle Park (Camp Hale) Reservoir:	3,500 a.f. C
Eagle Park (Camp Hale) Wetland Irrigation System:	60 c.f.s. C

Eagle Park (Camp Hale)

Aquifer Wellfield: 60 c.f.s C, not to exceed 5,000 a.f. per year, C.

95CW272 Appropriation Structures (as of December 2013):

Blodgett Reservoir: 9,316 a.f. C

Homestake Creek Intake: 400 c.f.s. C

Turkey Creek Intake: 200 c.f.s. C

Eagle-Cross Pump and Pipeline: The total amount decreed to the Eagle-Cross Pump and Pipeline is 300 c.f.s.

The individual amounts decreed to the intake structures are:

Cross Creek Intake 300 c.f.s. C

Fall Creek Intake 250 c.f.s C

Peterson Creek Intake 70 c.f.s. C

Eagle River Diversion 300 c.f.s. C

9.4.1.2.5. Original and Relevant Subsequent Decrees.

Original Homestake Appropriations: June 8, 1962, District Court, Eagle County, Colorado, CA 1193;

August 10, 1988 and December 5, 1990, District Court Water Division No. 5, 85CW151, 85CW582, and 85CW583 (making absolute in part; alternate points of diversion);

July 16, 2002, District Court Water Division No. 5, 88CW449 (Changes and Exchanges of water rights);

March 16, 2011, 95CW272(A) (Changes and Augmentation including Exchanges)

September 16, 2007, District Water Division No. 5, 06CW225 (most recent diligence decree);

(N.B. There is a currently pending diligence action in Case No. 13CW3045, Water Division No. 5.)

88CW449 Appropriations: July 16, 2002, District Court Water Division No. 5, 88CW449 (original adjudication);

February 24, 2010, District Court Water Division No. 5, 08CW111 (most recent diligence decree).

95CW272 Appropriations: March 16, 2011, District Court Water Division No. 5, 95CW272A (original adjudication);

98CW270 Augmentation Plan and Exchanges: February 6, 2003, District Court Water Division No. 5, 98CW270 (original adjudication);

October 10, 2010, District Court Water Division No. 5, 09CW17 (most recent diligence decree).

9.4.1.2.6. Decreed Uses:

Original Homestake Appropriations:

9.4.1.2.6.1. The Homestake Project comprises a system of works, including ditches, tunnels and reservoirs, for the collection, diversion, storage, regulation, and transportation of water to supply the water works and water systems of the City of Colorado Springs, the City of Aurora and other entities and persons as may use the water from the City of Colorado Springs and City of Aurora for domestic and municipal uses, and other uses made of water furnished through municipal and other water systems furnishing water to inhabitants of municipalities and suburban areas, including in such uses, but not by way of limitation or exclusion, domestic and household uses, industrial, business and mechanical uses, generation of power, sewage treatment, street sprinkling and washing, watering of parks, lawns and gardens, fire protection and other use as may be necessary or proper to safeguard the health and welfare of the persons and communities using this water, including such uses as may be necessary, proper, or incident to providing a safe, firm and adequate supply of water for the present and future water needs of the communities and the inhabitants thereof to be served by this water supply.

9.4.1.2.6.2. In addition, pursuant to the decree in Case No. 88CW449, the decreed uses for the original Homestake Appropriations include: wetland creation and irrigation, exchange, augmentation, recharge, municipal, commercial, industrial, snowmaking, recreation, fishery, wildlife, and all other beneficial uses. Water in storage can be utilized for the replacement of out of priority consumptive water use associated with wetland restoration at Eagle Park (Camp Hale); the augmentation of transbasin diversions for purposes of developing vested or conditionally-decreed water rights, including the Homestake Project by meeting federal,

state, and local permit conditions that necessitate the use of water resources; and in-basin use with the Eagle and Colorado River basins.

9.4.1.2.6.3. In addition, pursuant to the decree in Case No. 95CW272A, the decreed uses for the original Homestake Appropriations include:

9.4.1.2.6.3.1. Exchange, augmentation, aquifer recharge, municipal, irrigation, commercial, domestic, industrial, snowmaking, recreation, fishery, wetland creation and irrigation, wildlife and including delivery to the Cities of Aurora and Colorado Springs, Colorado, for all such uses, and for reuse and successive use to extinction by the Cities of all such water delivered to the Eastern Slope.

9.4.1.2.6.3.2. Description of Non-Irrigation Purposes: Applicants may utilize the water rights for purposes of developing their vested or conditionally decreed water rights, including those for the Homestake Project; for transmountain diversions directly to the Eastern Slope; and for meeting federal, state and local permit conditions that necessitate the use of water resources. Applicants may also use or transport water from this source for municipal, commercial, domestic, industrial, snowmaking, recreation, fishery, wildlife, exchange, and augmentation uses in the service areas of the Colorado River Water Conservation District, the Upper Eagle Regional Water Authority, and the Eagle River Water and Sanitation District as they now or hereafter exist, and of Cyprus-Climax Metals Company and Vail Associates, as they now exist.

Water delivered to the Eastern Slope may be used within any area capable of being served by these diversion and storage points and the Applicants' municipal water supply systems for any water supply obligations of Applicants for municipal and domestic purposes including, but not limited to, fire protection, irrigation of lawns, gardens, parks, private and municipal facilities, sanitary, commercial, manufacturing, mechanical and industrial use, recreational purposes, creation and maintenance of wetlands, stock watering, fish and wildlife propagation, allowable instream uses, if any, snowmaking, revegetation, storage and maintenance of storage reserves, reservoir evaporation replacement, augmentation, exchange, and replacement purposes, and for use, reuse for successive uses, disposition following initial use, and reuse until extinction.

9.4.1.2.6.4. Total Number of Acres Proposed to be Irrigated: Up to 275 acres within Eagle Park. Applicants also reserve the right to use the water decreed herein for irrigation purposes within their respective water service areas. The acreage to be irrigated on the Western Slope is located entirely within T7S, R80W of the 6th P.M in an area comprising approximately 1,450 surface acres, commonly known as Eagle Park or Camp Hale.

9.4.1.2.6.5. Augmentation Use: Augmentation use of the water diverted on the subject rights on the Western Slope may be made in the service areas of the Colorado River Water Conservation District, the Upper Eagle Regional Water Authority, and the Eagle River Water and Sanitation District, as they now or hereafter exist and of Cyprus-Climax Metals Company and Vail Associates, as they now exist, pursuant to agreement with the Applicants and in accordance with the terms of separately decreed augmentation plans providing for such use for the structures to be augmented.

9.4.1.2.6.6. Reuse and Successive Use to Extinction: Water imported to the Eastern Slope may be used, reused, successively used, and fully consumed on the Eastern Slope. No reuse or successive use of the water rights shall be made on the Western Slope without a subsequent proceeding confirming such reuse or successive use. The 95CW272A Decree neither precludes the Applicants or their privies in interest from claiming a right of reuse of the changed water rights on the Western Slope, nor confirms a right to reuse or successive use of such water on the Western Slope, creates any presumption, shifts the burden of proof, or serves as a defense in such subsequent proceeding.

88CW449 Appropriations:

9.4.1.2.6.7. Resolution Creek Reservoir, Lower East Fork Reservoir, Eagle Park (Camp Hale) Reservoir: Wetland creation and irrigation exchange, augmentation recharge, municipal, commercial, industrial, snowmaking, recreation, fishery, wildlife, and all other beneficial uses. Water in storage can be utilized for the replacement of out of priority consumptive water use associated with wetland restoration at Eagle Park (Camp Hale); the augmentation of transbasin diversions for purposes of developing vested or conditionally-decreed water rights, including the Homestake Project, by meeting federal, state, and local permit conditions that necessitate the use of water resources; and in-basin use with the Eagle and Colorado River basins.

9.4.1.2.6.8. Eagle Park (Camp Hale) Wetlands Irrigation System: Wetland creation and irrigation.

9.4.1.2.6.9. Eagle Park (Camp Hale) Aquifer Wellfield: Wetland creation and irrigation, exchange, augmentation, recharge, municipal, commercial, industrial, recreation, snowmaking, fishery, wildlife and all other beneficial uses. The total number of acres to be irrigated is 600 acres. In addition, the water rights may be used for purposes of developing vested or conditionally-decreed water rights, including the Homestake Project, for transmountain diversions, and to meet federal, state, and local permit conditions that necessitate the use of water resources. Water from this source may also be sold for municipal, commercial, industrial, snowmaking, recreation, fishery, wildlife, exchange, augmentation, and all other beneficial uses in the Colorado River basin, and water withdrawn from the wells may be used for purposes of augmenting out of priority depletions by direct replacement of water to streams.

95CW272 Appropriations:

9.4.1.2.6.10. Blodgett Reservoir:

9.4.1.2.6.10.1. Exchange, augmentation, aquifer recharge, municipal, irrigation, commercial, domestic, industrial, snowmaking, recreation, fishery, wetland creation and irrigation, wildlife and including delivery to the Cities of Aurora and Colorado Springs, Colorado, for all such uses, and for reuse and successive use to extinction by the Cities of all such water delivered to the Eastern Slope.

9.4.1.2.6.10.2. Description of Non-Irrigation Purposes: Applicants may utilize the water rights for purposes of developing their vested or conditionally decreed water rights, including those for the Homestake Project; for transmountain diversions directly to the Eastern Slope; and for meeting federal, state and local permit conditions that necessitate the use of water resources. Applicants may also use or transport water from this source for municipal, commercial, domestic, industrial, snowmaking, recreation, fishery, wildlife, exchange, and augmentation uses in the service areas of the Colorado River Water Conservation District, the Upper Eagle Regional Water Authority, and the Eagle River Water and Sanitation District as they now or hereafter exist, and of Cyprus-Climax Metals Company and Vail Associates, as they now exist.

Water delivered to the Eastern Slope may be used within any area capable of being served by these diversion and storage points and the Applicants' municipal water supply systems for any water supply obligations of Applicants for municipal and domestic purposes including, but not limited to, fire protection, irrigation of lawns, gardens, parks, private and municipal facilities, sanitary, commercial, manufacturing, mechanical and industrial use, recreational purposes, creation and maintenance of wetlands, stock watering, fish and wildlife propagation, allowable instream uses, if any, snowmaking, revegetation, storage and maintenance of storage reserves, reservoir evaporation replacement, augmentation, exchange, and replacement purposes, and for use, reuse for successive uses, disposition following initial use, and reuse until extinction.

9.4.1.2.6.10.3. Total Number of Acres Proposed to Be Irrigated: Up to 275 acres within Eagle Park. Applicants also reserve the right to use the water decreed herein for irrigation purposes within their respective water service areas. The acreage to be irrigated on the Western Slope is located entirely within T7S, R80W of the 6th P.M in an area comprising approximately 1,450 surface acres, commonly known as Eagle Park or Camp Hale.

9.4.1.2.6.11. Homestake Creek Intake, Turkey Creek Intake, Eagle-Cross Pump and Pipeline:

9.4.1.2.6.11.1. Direct flow and storage for municipal, irrigation, exchange, augmentation, commercial, domestic, industrial, wetland creation and irrigation, recreation, fishery, wildlife uses, and including delivery to the Cities of Aurora and Colorado Springs, Colorado, for all such uses and for reuse and successive use to extinction by Applicants of all such water delivered to the Eastern Slope.

9.4.1.2.6.11.2. Description of Non-Irrigation Purposes: Applicants may utilize the water rights for purposes of developing their vested or conditionally decreed water rights, including those of the Homestake Project; for transmountain diversions directly to the Eastern Slope; and for meeting federal, state and local permit conditions that necessitate the use of water resources. Applicants may also use or transport water from this source for municipal, commercial, domestic, industrial, snowmaking, recreation, fishery,

wildlife, exchange and augmentation uses in the service areas of the Colorado River Water Conservation District, the Upper Eagle Regional Water Authority, and the Eagle River Water and Sanitation District as they now or hereafter exist, and of the Cyprus-Climax Metals Company and Vail Associates, as they now exist.

Water delivered to the Eastern Slope may be used within any area capable of being served by these diversion and storage points and the Applicants' municipal water supply systems for any water supply obligations of Applicants for municipal and domestic purposes including, but not limited to, fire protection, irrigation of lawns, gardens, parks, private and municipal facilities, sanitary, commercial, manufacturing, mechanical and industrial use, recreational purposes, creation and maintenance of wetlands, stock watering, fish and wildlife propagation, allowable instream uses, if any, snowmaking, revegetation, storage and maintenance of storage reserves, reservoir evaporation replacement, augmentation, exchange, and replacement purposes, and for use, reuse for successive uses, disposition following initial use, and reuse until extinction.

9.4.1.2.6.11.3. Water diverted at this site may be delivered to pipeline to the Eagle Park Reservoir; to the Resolution Creek Reservoir; to the Lower East Fork Reservoir; to the Homestake Reservoir, to Blodgett Reservoir, or to the Eastern Slope for storage and use by Applicants.

9.4.1.3. COLUMBINE DITCH

9.4.1.3.1. Description of Structure: Columbine Ditch. Columbine Ditch is owned by the Fremont Pass Ditch Company, of which City of Aurora is a majority shareholder. The Columbine Ditch intercepts three unnamed branches of the East Fork of the Eagle River, tributary of the Eagle River and subsequently the Colorado River. The Columbine Ditch also collects and diverts surface runoff along its entire course. The Columbine Ditch starts at Headgate No. 1, which is the furthest northwest, and runs generally southeast to Headgate No. 2, then to Headgate No. 3, then under the Continental Divide at Columbine Pass and discharges the collected waters into the West Branch of Chalk Creek, a tributary of the Arkansas River.

9.4.1.3.2. Decreed Source of Water: Three unnamed branches of the East Fork of the Eagle River, as well as snowmelt, sheet flow and surface runoff

tributary to the East Fork above the line of the Columbine Ditch and from other water along the course of the ditch.

9.4.1.3.3. Appropriation Date: The Columbine Ditch has a senior right appropriated June 21, 1930, and a junior conditional right appropriated December 17, 2009.

9.4.1.3.4. Total Amount Decreed to Structure:

9.4.1.3.4.1. Senior Columbine Ditch Right. The decree in Civil Case No. 963 limited the amount of water diverted by the Columbine Ditch to 60 c.f.s. absolute, diverted from the respective headgates in the following quantities: Headgate No. 1: 10 c.f.s.; Headgate No. 2: 20 c.f.s.; Headgate No. 3: 30 c.f.s. In Case No. 90CW340, season of use and volumetric limitations were placed on the water rights of the Columbine Ditch, as follows: Season of Use: April 28 to October 21, except that water diverted in compliance with the seasonal limitation may be stored for subsequent use; 60-Year Volumetric Limitation: In any 60 year period: 80,220 acre-feet; 20-Year Volumetric Limitation: In any 20 year period: 36,400 acre-feet; Annual Maximum Volumetric Limitation: In any one year: 3,148 acre-feet.

9.4.1.3.4.2. Junior Columbine Ditch Right. 60 c.f.s. average over a 24 hour period, conditional. The purpose of this junior appropriation is to divert water that is available in excess of the single year, 20 year and 60 year volumetric limits to which the Senior Columbine Ditch appropriation, as changed, is subject. This junior appropriation is limited in volume to an average of 750 acre feet per year computed on a sixty year rolling average basis.

9.4.1.3.5. Original and All Relevant Subsequent Decrees:

9.4.1.3.5.1. Senior Columbine Ditch Right: The senior water right of the Columbine Ditch was originally adjudicated in District Court, Eagle County, Civil Case No. 963, decree entered October 3, 1936. The water right of the Columbine Ditch was changed for use by the Board of Water Works of Pueblo in Case No. 90CW340, District Court, Water Division 5 (consolidated with Case No. 90CW052, District Court, Water Division 2), decree entered November 15, 1993. The Fremont Pass Ditch Company obtained the right, and added additional types and places of use, as well as additional places of storage in Case No. 09CW187, District Court, Water Division 5 (consolidated with Case No. 09CW278, District Court, Water

Division 1, and Case No. 09CW143, District Court, Water Division 2), decree entered August 4, 2013.

9.4.1.3.5.2. Junior Columbine Ditch Right: The junior water right of the Columbine Ditch was adjudicated in District Court, Water Division 5, Case No. 09CW188, decree entered August 4, 2013.

9.4.1.3.6. Decreed Uses:

9.4.1.3.6.1. Senior Columbine Ditch Right: The Columbine Ditch water rights were decreed in Civil Case No. 963 “for irrigation purposes upon various tracts of land situated along the Arkansas River.” In addition to its originally decreed purposes, in Case No. 90CW340 the Board of Water Works of Pueblo changed the use of its interest in the Columbine Ditch water rights for all beneficial uses related to the Board’s operation, including municipal, domestic, irrigation, commercial, industrial, mechanical, power generation and cooling, waste water treatment, recreation, fish and wildlife, replacement, exchange, augmentation, substitution and storage in aid of the foregoing purposes, together with the right to use, reuse, and successively use to extinction the water changed as foreign water pursuant to C.R.S. § 37-82-106. The decree in Case No. 09CW187 added additional uses, which, generally, can be described as mining or industrial-type uses. The decree in Case No. 90CW340 identified Twin Lakes Reservoir, Turquoise Reservoir, Clear Creek Reservoir and Pueblo Reservoir as places of storage for water diverted transmountain. The decree in Case No. 09CW187 allowed for this water to also be stored in Box Creek Reservoir in the Arkansas River Basin, as well as several reservoirs located within Water Division 1 and Water Division 5.

9.4.1.3.6.2. Junior Columbine Ditch Right: The Columbine Ditch water rights were decreed in Case No. 09CW188 for “Municipal, domestic and industrial purposes including, but not limited to: fire protection; irrigation of lawns, gardens, parks, private and municipal facilities; sanitary; commercial; manufacturing; mining purposes; milling purposes, including but not limited to flotation, drying, and in scrubbers, and to transport tailing slurry to Climax’s Robinson, Tenmile and Mayflower tailings impoundments, and in processing waste rock and to settle out tailing in the decant water pool; concrete batching; mechanical use; recreational purposes; creation and maintenance of wetlands; stock watering; fish and wildlife propagation; snowmaking; reclamation; revegetation; dust suppression; reservoir evaporation replacement; augmentation; exchange;

and replacement purposes, for use, reuse for successive uses, disposition following initial use, and reuse until extinction.”

9.4.1.4. BUSK-IVANHOE SYSTEM

9.4.1.4.1. Name of Structures: The Busk-Ivanhoe System is comprised of: (1) Ivanhoe Reservoir, an on-channel reservoir on Ivanhoe Creek, that collects water from Ivanhoe Creek, (2) the Lyle Ditch, (3) the Pan Ditch, and (4) the Hidden Lake Creek Ditch in the Colorado River Basin on the western slope of Colorado, and (5) the Ivanhoe Tunnel a/k/a Carlton Tunnel, that carries water from the Colorado River Basin, under the Continental Divide, and into the Arkansas River Basin.

9.4.1.4.2. Decreed Sources of Water: Sources of water are Ivanhoe Creek, Hidden Lake Creek, Pan Creek and Lyle Creek, all tributary to the Frying Pan River, tributary to the Colorado River.

9.4.1.4.3. Appropriation Dates:

Ivanhoe Reservoir:	June 27, 1921;
Ivanhoe Tunnel:	June 27, 1921;
Lyle Ditch:	September 28, 1924;
Pan Ditch:	October 5, 1924;
Hidden Lake Creek Ditch:	August 30, 1927.

9.4.1.4.4. Total Amounts Decreed Absolute to Structures:

Ivanhoe Reservoir:	1,200 a.f.;
Ivanhoe Reservoir and Tunnel:	35 c.f.s.;
Lyle Ditch:	50 c.f.s.;
Pan Ditch:	25 c.f.s.;
Hidden Lake Creek Ditch:	70 c.f.s.;

9.4.1.4.5. Original and All Relevant Subsequent Decrees: The Busk-Ivanhoe System water rights, including Ivanhoe Reservoir and Tunnel, Lyle Ditch, Pan Ditch, and Hidden Lake Creek Ditch, were originally adjudicated by the District Court, Garfield County, Colorado, Cause No. 2621, on January 9, 1928. The water rights of the Pan Ditch and the Hidden Lake Creek Ditch were made partially absolute by the District Court, Garfield County, Cause No. 3082, on August 25, 1936. The water rights of the Pan Ditch and the Hidden Lake Creek Ditch were further made partially absolute by the District

Court, Garfield County, Cause No. 4033, on October 24, 1952, and the remainder of the conditional water rights for those structures were canceled at that time.

Busk-Ivanhoe, Inc. owns an undivided one-half interest in the Busk-Ivanhoe System water rights, and filed a change application for that portion of the water rights in District Court, Water Division 2, Case No. 09CW142 (consolidated with District Court, Water Division 1, Case No. 09CW272, and District Court, Water Division 5, Case No. 09CW186), which is still pending; use of these water rights as augmentation sources are contingent on entry of a final decree. Aurora is the sole owner of Busk-Ivanhoe Inc.

The Board of Water Works of Pueblo (“PBWW”) owns an undivided one-half interest in the Busk-Ivanhoe System water rights, and changed that portion of the water rights in District Court, Water Division 5, Case No. 90CW340 (consolidated with District Court, Water Division 2, Case No. 90CW52), decree entered November 15, 1993. PBWW’s interest in the Busk-Ivanhoe System is not claimed in, is not the subject of, and is not affected by, this Application.

9.4.1.4.6. Decreed Uses: The Busk-Ivanhoe System Water Rights were originally decreed for the irrigation of lands in the State of Colorado lying along Lake Fork Creek and the Arkansas River and susceptible of irrigation therefrom.

9.4.2. **Hayden Meadows Recreation Pond**: A conditional water storage right for the Hayden Meadows Recreation Pond was decreed in Case No. 11CW86. Water will be stored in Hayden Meadows Recreation Pond under various alternatives including: its own priority, by storage exchange using the Division 5 COA Sources, or as consumptive use credits from another water right owned or acquired by Lake County such as the Derry Ditch No. 3. Such storage supply may be released to augment out of priority depletions of Lake County’s Contractees.

9.4.2.1. Original Decree: Case No. 11CW86, March 20, 2015.

9.4.2.2. Legal Description: the center of the dam is located in the SE ¼ of the NW ¼ of Section 22, T 10 S, R 80 W, 6th P.M, 1,510 feet from west line, 2,120 feet from north line of Section 22. - UTM X: 385673, UTM Y: 4336019 (information for Structure ID No. 1103376 provided by the Colorado Decision Support System)

9.4.2.3. Source: Arkansas River.

9.4.2.4. Appropriation Date: December 19, 2011.

9.4.2.5. Amount: 51 a.f., conditional.

9.4.2.6. Uses: Domestic, municipal, irrigation, creation and maintenance of wetlands, commercial, industrial, aesthetic, snowmaking, recreation, livestock watering, piscatorial, fire protection, and augmentation either directly or through storage in and release from the reservoir, including by exchange.

9.4.2.7. Operation of the Reservoir is subject to the following specific Measurement and Accounting conditions decreed in Case No. 11CW086 and to all other terms and conditions decreed therein:

9.4.2.7.1. The Applicant shall install measuring and control devices and provide accounting of reservoir conditions as required by the Division Engineer. Measurement devices shall include, without limitation, staff gaging calibrated to a staged area capacity survey of the reservoirs. The monthly accounting shall include detailed beginning and end of month balancing of reservoir levels for in-flows, out-flows, evaporative and seepage losses, and shall include sources of water placed into and released from storage.

9.4.2.7.2. No water shall be stored under this Plan for Augmentation in either the Hayden Meadows Recreation Pond or Birdseye Gulch Reservoir until a staff gage is installed in the structure, and a stage area capacity survey is completed for the structure.

9.4.2.7.3. Applicant agrees to obtain as-constructed surveys for the Hayden Meadows Recreation Pond and the Birdseye Gulch Reservoir prior to the issuance of a decree making any amounts in either structure absolute.

9.4.2.8. The Hayden Meadows Recreation Pond was constructed using a grant from Great Outdoors Colorado. As such, it is subject to certain restrictions on use and cannot be used for releases under the decree in Case No. 11CW086 or this Decree until May 2021. Thereafter, it can be used as a component of the changes of water rights and Plan for Augmentation decreed herein.

9.4.3. **Derry Ditch No. 3**: The Derry Ditch No. 3 water right, described in paragraph 8.1, for which changes in place and type of use are described in paragraph 8.3 and are decreed herein.

9.4.4. **Birdseye Gulch Reservoir**: A conditional water storage right for the Birdseye Gulch Reservoir was decreed in Case No. 11CW86. Water will be stored in Birdseye Gulch Reservoir under the following alternatives: (1) under its own priority, (2) by storage exchange using County Twin Lakes water, or (3) by storage by exchange of the County's consumptive use credits associated with the Derry Ditch No. 3 as decreed herein, or changed water subject to a subsequent application as described in

paragraph 9.4.6. below. Such storage supply may be released to augment out-of-priority depletions.

9.4.4.1. Original Decree: Case No. 11CW86, March 20, 2015.

9.4.4.2. Legal Description: the center of the dam near the outlet is located in NW 1/4 of the SE 1/4 of Section 33, T 8 S, R 79 W, 6th P.M., 2,367 feet from the east line and 2,348 feet from the south line of Section 33, T 8 S, R 79 W, 6th P.M. - UTM X: 394447, UTM Y: 4351936 (information for Structure ID No. 1103539 provided by the Colorado Decision Support System).

9.4.4.3. Source: Birdseye Gulch, tributary to the East Fork Arkansas River, tributary to the Arkansas River.

9.4.4.4. Appropriation Dates: December 19, 2011 (20 AF) and October 16, 2013 (10 AF).

9.4.4.5. Amount: 30 AF, conditional.

9.4.4.6. Uses: Domestic, municipal, irrigation, creation and maintenance of wetlands, commercial, industrial, aesthetic, snowmaking, recreation, livestock watering, piscatorial, fire protection, and augmentation of each use, either directly or through storage in and release from the reservoir, including by exchange.

9.4.4.7. Operation of the Pond is subject to the following specific Measurement and Accounting conditions decreed in Case No. 11CW086 and to all other terms and conditions decreed therein:

9.4.4.7.1. The Applicant shall install measuring and control devices and provide accounting of reservoir conditions as required by the Division Engineer. Measurement devices shall include, without limitation, staff gaging calibrated to a staged area capacity survey of the reservoirs. The monthly accounting shall include detailed beginning and end of month balancing of reservoir levels for in-flows, out-flows, evaporative and seepage losses, and shall include sources of water placed into and released from storage.

9.4.4.7.2. No water shall be stored under this Plan for Augmentation in either the Hayden Meadows Recreation Pond or Birdseye Gulch Reservoir until a staff gage is installed in the structure, and a stage area capacity survey is completed for the structure.

9.4.4.7.3. Applicant agrees to obtain as-constructed surveys for the Hayden Meadows Recreation Pond and the Birdseye Gulch Reservoir prior to the issuance of a decree making any amounts in either structure absolute.

9.4.5. **Box Creek Reservoir:** Pursuant to a contract with the City of Aurora, Lake County may store augmentation water in Box Creek Reservoir (Structure ID No. 3545) or its forebay once constructed for later release to augment out-of-priority depletions. Water will be stored in Box Creek Reservoir or its forebay under various alternatives including: by storage exchange using County Division 5 COA Sources, or as consumptive use credits from another water right owned or acquired by Lake County such as the Derry Ditch No. 3. Such storage supply may be released to augment out of priority depletions of Lake County's contractees. Box Creek Reservoir is proposed to be constructed on Box Creek, tributary to the Arkansas River, located in portions of Sections 32 and 33, Township 10 South, Range 80 West, and Sections 4 and 5, Township 11 South, Range 80 West, of the 6th P.M. - UTM X: 384353.29, UTM Y: 4331826.69 (information for Structure ID No. 1103545 provided by the Colorado Decision Support System)

9.4.6. **Additional Augmentation Supplies:** The County may also utilize other water rights it owns, leases, or acquires in the future for augmentation if such sources are decreed or otherwise legally available for such use as authorized by C.R.S. § 37-92-305(8)(c). The County shall furnish the Division Engineer with proof of ownership or right to use any additional water that Lake County may acquire for use in this plan and provide notice to the Division Engineer and all Opposers of its intent to use future acquisitions within this plan. The County must use the following procedures to include additional sources of augmentation water.

9.4.6.1. Quantified Water Rights: If Applicant has or acquires a water right that is separately decreed or otherwise legally available to be used for augmentation or replacement of out-of-priority depletions, Applicant may include the water rights in this Plan for Augmentation by filing an application with the Court to add the water right as a source of replacement water and obtaining a decree from the Court. Applicant shall provide notice of any such application to the State Engineer's Office and Division Engineer's Office via email, in addition to any manner provided by law.

9.4.6.2. Unquantified Water Rights: If Applicant has or acquires water rights that are not decreed or otherwise legally available to be used for augmentation or replacement of out-of-priority depletions, Applicant must obtain a change-of-water rights decree from the Water Court to allow for the use of those water rights for such purposes prior to such use. Applicant shall provide notice of any such Water Court application for change of water rights to the State Engineer's Office and Division Engineer's Office via email, in addition to any manner required by law.

9.4.6.3. Applicant's use of any water right under this section must comply with the terms and conditions of this Decree and any decree permitting use of the water right to augment or replace out-of-priority depletions.

The Court shall hold such proceedings as the Court deems to be appropriate but limited in scope to issues of injury to vested and decreed conditional water rights by use of the specific water right proposed to be used, and such proceeding shall not reopen the Court's approval of this Plan for Augmentation or the other terms and conditions of this Plan.

Applicant shall bear the initial burden to prove that no injury to vested water rights and decreed conditional water rights will result from the use of the water in this plan.

9.5. Operation of Plan for Augmentation: The Plan for Augmentation will augment out-of-priority depletions from the Augmented Structures utilizing the Augmentation Sources described above when it or its Contractees divert within Areas A-1 and A-2, depicted in **Exhibit A**.

9.5.1. Replacement Releases: During periods in which an administrative call is placed on the Arkansas River or any of its tributaries that affect diversions in Area A, calculated out-of-priority depletions will be replaced using the Augmentation Sources described above. Lake County will release direct return flows on such schedule as the Division Engineer requests.

9.5.1.1. Replacement Sources: Lake County may utilize any of the Augmentation Sources or any combination provided the source is suitable for replacement given the timing, amounts, and locations of the out-of-priority stream depletions.

9.5.1.2. Replacement Amounts: Lake County will account for the diversions and depletions under the Augmented Structures to the Division of Water Resources to administer Lake County's Water Supply Program. Diversion and depletion records for residential domestic use from wells that are included in the Plan as Augmented Structures shall be collected and reported to the Division Engineer on an annual basis. Records for surface diversions shall be accounted for daily and reported on a monthly basis by the 10th day of the month following the reporting month. The accounting and reporting requirements for diversion and depletion records associated with commercial and irrigation contracts shall be determined on a case-by-case basis during Lake County's application review process. Lake County will ensure that the total out-of-priority depletions will not exceed the replacement water available to Lake County. Total replacement water offered may not exceed 80 acre feet. If Lake County adds additional replacement

sources through procedures identified in this decree, total replacement water offered may increase to no more than 272 acre feet; this cap is the upper limit of Lake County non-speculative demand established in the 2009 Water Needs Assessment report for Lake County (aka the “Klauber Report”).

9.5.1.3. Quantity and Quality of Replacement Water: The substituted water will be of a quantity and quality so as to meet the requirements for which the water diverted by senior appropriators has normally been used.

9.5.1.4. All out of priority depletions will be replaced at or upstream of the Town of Buena Vista Boating Park Structure decreed in Case No. 04CW129.

9.5.2. Process for Inclusion of Augmented Structures:

9.5.2.1. Applications for Inclusion: Water users within Area A desiring to be covered by the Plan for Augmentation may apply to Lake County detailing the location, type, amount, and use of the diverted water and other contracting requirements. The County will calculate anticipated diversions, depletions, return flows and lagged depletions pursuant to methods described below. If there is sufficient uncontracted augmentation water available, the County will forward the application and water use calculations to the Division Engineer for review and approval. Applications that implicate an instream flow reach shall be in accordance with the procedures in paragraph 11.3 below.

9.5.2.2. Notice: When the County submits an application to the Division Engineer to include an augmented structure in this plan, Applicant shall publish the application online and shall notify the Opposers who have requested to receive such notices by written request submitted to the County and copied to the Division Engineer. Notice to such Opposers shall be made via email or via mail to the address provided by such Opposers. The notification shall include a copy of or link to a digital copy of the application for augmentation water and any supplemental information submitted with such application. Any such Opposer may file comments with the State Engineer within 45 days of receipt of such notice. Any party may waive this notice or change the address to which notices are sent by informing Applicant, with copy to the Division Engineer.

9.5.2.3. Division Engineer Approval: The Division Engineer shall approve or disapprove of the inclusion of the proposed diversion after the expiration of such 45-day Opposer-comment period but not later than 63 days after receipt of the application material. If the Division Engineer approves Lake County may, in its discretion, include the structure as an Augmented Structure in the Plan for Augmentation.

9.5.2.4. Disputes with the Division Engineer's Decision: Any disagreements between the Applicant or Opposers regarding the Division Engineer's decision, including any CWCB dispute regarding applications provided to it under C.R.S. § 37-92-102(3)(b) pursuant to Section 11.3.3. below, may be resolved by a hearing on the issues in this Court. Any such dispute shall be initiated by the filing of a motion for review in the Court within 35 days after notice that the Division Engineer's decision is issued, which motion shall identify the specific reasons for the dispute, and other parties shall respond to that motion in accordance with the applicable Rules of Civil Procedure or such other procedure as the Court may apply by appropriate procedural order.

9.5.2.5. Pursuant to Stipulation with Opposer Parkville Water District, the County shall obtain the District's prior written consent before including the following diversions into the Plan for Augmentation:

9.5.2.5.1. Any wells in the Evans Gulch drainage to its confluence with the East Fork of the Arkansas River. This provision does not require the County to obtain Parkville's consent to conduct in-priority exchanges up Evans Gulch to any reservoirs in which the County obtains the right to store water.

9.5.2.5.2. Any structures located in Section 12, Township 9 South, Range 80 West, 6th P.M. While Parkville's approval or lack of approval shall be in its sole discretion, it is acknowledged herein that at the Arkansas Wells, Parkville's primary concern is the protection of water quality, not water quantity.

9.5.2.5.3. Any structures in the Iowa Gulch drainage upstream from Parkville's Iowa Ditch Intake, which is located North 77°28' East 15,070 feet (±) from the northeast corner of Section 1, Township 10 South, Range 80 West, 6th P.M.

9.5.2.5.4. Any structures in the Empire Gulch drainage unless it replaces depletions at or above the measuring device to be installed by Parkville on Empire Gulch near the Weston Pass Road. However, this provision does not require the County to obtain Parkville's consent to conduct in-priority exchanges up Empire Gulch to any reservoirs in which the County obtains the right to store water.

The County shall provide the District the application and all materials provided to the Division Engineer's Office pursuant to paragraph 9.5.2.1. above and confer with the District about the same as requested. The District shall expressly approve or disapprove of the inclusion of such diversion into the Plan for Augmentation within 60 days of receipt of that information.

9.5.3. Depletions Calculations: The depletions associated with the Augmented Structures will be determined based on assumptions, methods, and calculations commonly used and accepted in the water resource engineering profession in the State of Colorado. The engineering assumptions that will be used to determine the augmentation requirements under this Plan for Augmentation are outlined below:

9.5.3.1. Domestic In-House Use Diversions and Depletions: Diversions associated with domestic in-house are calculated according to the following schedule:

9.5.3.1.1. Single family home = 3.5 persons using 100 GPCD (gallons/capita/day) = 350 gallons per day = 1 Equivalent Residential Unit (EQR)

9.5.3.1.2. Apartments = 0.75/EQR unit

9.5.3.1.3. Mobile Homes = 0.75/EQR unit

9.5.3.1.4. A substantial portion of in-house diversions will return to the stream system following wastewater treatment. The consumptive use, expressed as a percent of diversions, is assumed to be as follows:

9.5.3.1.5. Central treatment system = 5.0 percent

9.5.3.1.6. Septic tank/leachfield system = 10.0 percent

9.5.3.1.7. Evaporative system = 100.0 percent

9.5.3.2. Commercial Use: Commercial uses are to be calculated on a case-by-case basis using specific water use data. The County will include such calculations in the notice to Opposers, in accordance with paragraph 9.5.2.1., and submit to the Division Engineer for approval, in accordance with paragraph 9.5.2.2.

9.5.3.3. Irrigation Use:

9.5.3.3.1. Evapotranspiration Calculation Inputs - Climatic Data: While methods for calculating evapotranspiration vary, each method requires that the user input site-specific temperature and precipitation data. In order to provide a standardized methodology that will provide site-specific data for calculating evapotranspiration, each irrigation contract will rely on data collected from the closest reliable weather station (at this time these stations include: Twin Lakes Reservoir, Sugarloaf Reservoir, Leadville Lake, and Climax).

9.5.3.3.2. Evapotranspiration Calculation Methodology:

9.5.3.3.2.1. The generally accepted methodology of calculating evapotranspiration varies by crop type. The Modified Blaney Criddle Method, as outlined by the Soil Conservation Service in Technical Release No. 21 (“TR 21”), or other methodology accepted by the Division Engineer, will be used in calculating bluegrass consumptive use for proposed contracts. The consumptive use coefficients and altitude correction factors are taken from the Pochop, Borrelli and Burman Paper titled “Elevation – A Bias Error in SCS Blaney Criddle Estimates” (ASAE, 1984). For the purposes of calculating augmentation requirements, bluegrass will be assumed to start growing, and requiring irrigation, when mean daily temperatures exceed 45° Fahrenheit. Average monthly precipitation and temperature for the land proposed for irrigation will be evaluated at the nearest weather station and adjusted for elevation.

9.5.3.3.2.2. The DWR’s recommended methodology for calculating consumptive use for pasture grass and alfalfa relies on procedures outlined in TR 21. The DWR also recommends modifying the TR 21 calculations using a crop’s elevation based on ASCE Manual and Report No. 70 (1990). Consumptive use will be calculated using these methods in combination with local climatic data.

9.5.3.3.2.3. The most common crop types expected for potential contracts are bluegrass, pasture grass and alfalfa. If a non-traditional crop type is proposed, consumptive use will be calculated using a methodology generally accepted by DEO that incorporates growth coefficients specific to that crop.

9.5.3.3.3. Diversion Rate: Once the crop and/or lawn consumptive use is determined, total diversion requirements will be calculated based upon expected application rates for the different irrigation methods. The application rate for sprinkler irrigation assumed to be 1.25 times the C.U. rate (80% efficient) and the application rate for flood irrigation will be determined on a case-by-case basis.

9.5.3.4. Surface Evaporation: Annual surface evaporation will be calculated according to the following methodology. Gross annual evaporation will be calculated using NOAA Technical Report NWS 33, Evaporation for the Contiguous 48 United States, using the isopleths of annual shallow lake evaporation for Colorado. The gross annual evaporation will be distributed on a monthly basis according to the General Guidelines for Substitute Water Supply Plans for Sand and Gravel Pits Submitted to the State Engineer Pursuant to SB-120 & SB 93-260. Evaporation is assumed to occur only when the average daily

temperature is greater than 32° Fahrenheit. Thus, monthly evaporation will be modified according to average monthly temperatures at local weather stations including Leadville Lake, Sugarloaf Reservoir, Climax and Twin Lakes Reservoir. The potential for adjusting gross evaporation for effective precipitation will be considered on a case-by-case basis if storage vessels are located on live streams. This is required by State Engineer Policy No. 2004-3, which states that no effective precipitation credit shall be allowed to offset evaporative losses occurring as a result of reservoirs and ponds constructed outside the streambed. If effective precipitation can be considered, it will be based on average monthly precipitation calculated using these local weather stations.

9.5.3.5. Livestock Water Use: Livestock requires approximately 11 gallons of water per day per head and is considered 100 percent consumptive.

9.5.3.6. Delayed Depletions: Lake County will account for delayed depletions with respect to any wells that will be authorized for diversion under the Plan for Augmentation, including wells that may have been terminated or withdrawn from participation in the Plan. Stream depletions resulting from well pumping are both lagged and attenuated based on a well's distance from the stream and the aquifer characteristics. The stream depletions from some wells are expected to be delayed significantly but may be reasonably expected to reach a steady state. Other wells will be completed in alluvial formations close to the Arkansas River or its tributaries and will have little or no delayed impact. In order to replace out-of-priority depletions in time and amount, delayed depletion factors have been developed using the Glover well pumping depletion model for alluvial and bedrock aquifers. Alluvial aquifers are classified as either "Tributary" or "Main Stem" based on the average distance from the stream to the alluvial boundary. "Main Stem" aquifers include the Arkansas River, the East Fork of the Arkansas River and Tennessee Creek. All other streams within Area A are considered "Tributary." Band areas only apply if the well is located in an alluvial aquifer associated with the stream. The factors are described as follows:

- 9.5.3.6.1. Band T1: Tributary, 0 to 500 feet from the stream,
- 9.5.3.6.2. Band T2: Tributary, greater than 500 feet from the stream,
- 9.5.3.6.3. Band MS1 Main Stem, 0 to 500 feet from the stream,
- 9.5.3.6.4. Band MS2 Main Stem, 501 to 1000 feet from the stream,
- 9.5.3.6.5. Band MS3 Main Stem, 1001 to 2000 feet from the stream,
- 9.5.3.6.6. Band MS4 Main Stem, 2001 to 3000 feet from the stream,

9.5.3.6.7. Band MS5 Main Stem, greater than 3001 feet from the stream, and
 9.5.3.6.8. To determine appropriate stream depletion factors for each of the seven bands, a series of Glover analyses were conducted. Wells in alluvial aquifers were analyzed. Wells in bedrock aquifers will be analyzed on a case-by-case basis. Table 1 summarizes the results of the analyses.

Table 1:
 Monthly Lagged Stream Depletion Factors
 For Alluvial Wells

Month	T1	T2	MS1	MS2	MS3	MS4	MS5
	0-500 ft	>500 ft	0-500 ft	501-1000 ft	1001-2000 ft	2001-3000 ft	>3000 ft
1	53	32	59	33	10	5	7
2	34	46	21	28	23	14	7
3	10	16	6	11	16	17	9
4	3	4	3	7	11	13	9
5		1	3	5	9	11	9
6		1	2	4	7	9	9
7			2	3	6	8	9
8			1	3	5	6	9
9			1	2	4	5	8
10			1	2	3	5	8
11			1	2	3	4	8
12					3	3	8
Total	100	100	100	100	100	100	100

The depletion factors are to apply to both well pumping and return flows. Thus, for determining the timing and amount of augmentation storage releases the depletion factors are applied to calculated depletions.

9.5.3.7. Non-Delayed Depletions: Diversions from springs or surface diversions from creeks or rivers are assumed to have no delayed depletion impact.

9.5.3.8. Transit Losses: If replacement is to be made by releases from the Augmentation Structures, Applicant shall calculate the transit losses at the time of such releases and shall provide for the release of additional amounts of water to account for such transit losses. Applicant will use the most recent transit loss calculations accepted and used by the Division Engineer for the specific reach of the stream and estimated distances from the various release structures. The State or Division Engineers may modify transit losses for replacement water releases under this Plan for Augmentation as appropriate per C.R.S. §§ 37-80-102(7) and 37-82-104 based on demonstrable conditions.

9.5.3.9. Depletion Projections: Applicant shall annually project future depletions and augmentation supplies and provide the same to the Division Engineer on or before February 15 of each year of plan operation.

9.5.3.9.1. Information Required in Projection: The annual projection shall include the following information for the Arkansas River and its tributaries that are included within the augmentation area:

9.5.3.9.1.1. A list and the locations of all Augmented Structures under this 98CW173 Plan;

9.5.3.9.1.2. Projected diversions, net depletions, identity of and location of impacted stream reach for all Augmented Structures under this 98CW173 Plan;

9.5.3.9.1.3. Stream depletions from the prior years' operations of the Augmented Structures whose depletions are determined to extend beyond one year;

9.5.3.9.1.4. The amount and location of replacement water currently available to Applicant in its reservoirs and reservoir storage accounts;

9.5.3.9.1.5. The projected use for augmentation of each source of augmentation water by location and amount;

9.5.3.9.1.6. Projected surplus or deficit of augmentation water; and

9.5.3.9.1.7. Augmented Structures shall be assumed to cause out of priority depletions 365 days a year for the projection.

9.5.3.9.2. Applicant shall provide the annual and updated projections to the Division Engineer and Water Commissioner. Applicant shall provide the annual and updated projections and all supporting information to Opposers in this case upon written request and payment of copying costs. Applicant shall confer with the Division Engineer for approval of the annual projected plan and make such adjustments to the projected plan that the Division Engineer reasonably deems necessary. Applicant shall submit to the Division Engineer, with notice to the opposers as provided in paragraph 9.5.2.1, any proposed modification of the projection report excluding format changes. If a projection report is not submitted to the Division Engineer by February 15 of any year, no diversions pursuant to this Plan shall occur until Applicant submits the projection report.

9.5.3.10. The presumptive water use rates in this Decree shall be used to estimate depletions to be augmented under this Plan for Augmentation. Participating diversions shall be measured or metered unless the Division Engineer approves otherwise, which decision may be reevaluated by the Division Engineer at any time. Meter readings from participating diversions shall be provided to the Division Engineer on a monthly basis or as otherwise directed by the Division Engineer. If the Division Engineer requires diversion records/meter readings for a participating diversion and the owner of the participating diversion does not provide diversion records/meter readings, the Division Engineer may curtail the participating diversion.

10. Noninjury:

10.1. Pursuant to C.R.S. § 37-92-305(8), the Plan for Augmentation is sufficient to permit the continuation of diversions when curtailment would otherwise be required to meet a valid senior call for water, because the Applicant will provide adequate replacement water necessary to meet the lawful requirements of a senior diverter at the time and location and to the extent that the senior would be deprived of their lawful entitlement by diversions under the Plan.

10.2. Pursuant to C.R.S. § 37-92-305(5), replacement water shall be of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used.

10.3. If operated in accordance with the following terms and conditions, the Plan for Augmentation will prevent injury to senior vested and decreed conditional water rights.

11. Terms and Conditions: The following terms and conditions shall apply in the implementation and operation of the Plan.

11.1. Measurement: Applicant shall install and maintain such measuring devices as are reasonably required by the Division Engineer to administer the Plan for Augmentation, including the requirements for the Hayden Meadows Recreation Pond and the Birdseye Gulch Reservoir decreed in Case No. 11CW86, when such structures are operated as sources in the Plan for Augmentation.

11.2. Well Permits:

11.2.1. Upon inclusion of any well in the Plan, the County's contractee / owner of such well shall apply for and obtain a well permit from the Colorado Division of Water Resources (State Engineer) allowing operation of the well pursuant to the Plan and subject to the decreed terms and conditions. The State Engineer shall issue such permit as provided by C.R.S. § 37-90-137(2) and cancel any existing permit for such well.

11.2.2. Applicant shall notify the State and Division Engineers of the termination or cancellation of any agreement allowing diversions by a well under the Plan, and the State Engineer may cancel any permit for such well that was issued based on the well's inclusion in the Plan. Applicant shall remain responsible to replace the out-of-priority depletions from the use of that well associated with diversions therefrom that occurred prior to the date that such notice is given to the Engineers.

11.3. Instream Flows: On streams where the CWCB has decreed instream flow rights located within Area A of this Plan for Augmentation, before Applicant approves the inclusion of any structure in this Plan that is located within or upstream of a senior decreed instream flow right, Applicant will follow these procedures:

11.3.1. Applicant shall prepare an analysis to determine the amount of available flows in that particular stream. The amount of such available flows over and above the decreed instream flow right shall be the maximum amount of junior depletions on that stream that Applicant can cover thereafter under this Plan. Once the depletions from Augmented Structures that are junior to the instream flow right have equaled the amount of such excess available flows, Applicant will not accept any further structures in this Plan that will deplete the senior instream flow right. Applicant shall provide a copy of this analysis together with the applications for the potential Augmented Structure and all supporting documents to the CWCB. Any objection by CWCB to this analysis shall be resolved using the procedures for Water Court de novo review identified in Section 9.5.2.4.; or

11.3.2. In the alternative, Applicant shall prepare an analysis to determine the potential for exchanges to storage on the specific stream and/or the availability of augmentation water that Applicant can add to this Plan in a manner that will prevent injury to vested water rights including the instream flow right as shown by the

projection report described in Section 9.5.3.9. Applicant will provide a copy of this analysis to the CWCB. Any objection to this analysis or the new sources of augmentation by CWCB shall proceed under the procedures identified in Section 9.5.2. After resolution of any such objection and after the addition of any augmentation water to this Plan pursuant to the terms of this Decree, to the extent that the exchange and/or new source of augmentation water protects vested senior water rights, which may include the instream flow right, Applicant may add Augmented Structures that would otherwise deplete the senior instream flow right, subject to the other terms and conditions of this Decree.

11.3.3. If a Lake County contract applicant claims that C.R.S. § 37-92-102(3)(b) regarding uses in existence prior to the appropriation of a CWCB instream flow right applies to its diversions, the contract applicant shall include an affidavit from a person with personal knowledge of the use claimed to be in existence on or before the CWCB appropriated the potentially affected instream flow water right. The affidavit will set forth the person's name, how the personal knowledge was obtained, the amount diverted, and a description of the uses. If available, the Application will include documentary evidence showing the structure existed before the CWCB appropriated the potentially affected instream flow water right.

11.4. Accounting: Applicant shall maintain records of diversions made pursuant to its augmentation plan and its replacements of out-of-priority depletions from those diversions. Diversion and depletion records for residential domestic use from wells that are included in the Plan as Augmented Structures shall be collected and reported to the Division Engineer on an annual basis.

Applicant's annual report to the Division Engineer's Office shall contain a full summary of Applicant's currently available augmentation supplies and demands for augmentation under the Plan. Records for surface diversions shall be accounted for daily and reported to the Division Engineer on a monthly basis by the 10th day of the month following the reporting month. The accounting and reporting requirements for diversion and depletion records associated with commercial and irrigation contracts shall be determined on a case-by-case basis during Lake County's application review process. Applicant shall develop and modify such accounting procedures and reporting forms for the Plan as needed for operation of the Plan and subject to the approval of such procedures and forms by the Division Engineer's Office.

The Applicant shall maintain records of the flow measured at the Derry Ditch No. 3 Augmentation Station on Bartlett Gulch as required by the Division Engineer and interpret such data with the Division Engineer for determination of the water to be passed through Twin Lakes. The Applicant shall provide the information on the amount

of the pass through water to the appropriate staff of the U. S. Bureau of Reclamation (USBR).

11.5. Structures Owned by Third Parties: Applicant may utilize storage in, or water rights decreed to, the structures owned by third parties, including Turquoise Reservoir, Wurts Ditch, Ewing Placer Ditch, Columbine Ditch, Twin Lakes Tunnel No. 1, or the Box Creek Reservoir, only pursuant to an agreement with the owners of these sources and structures.

11.6. No Interference with Climax's Use of the Columbine Ditch Water Rights: The Columbine Ditch and Columbine Ditch water rights are owned by the Fremont Pass Ditch Company, a Colorado mutual ditch company incorporated, owned, and operated by the Climax Molybdenum Company and Aurora. Any Columbine Ditch water provided to the County by and through the AIGA and/or the OA, as described in paragraphs 2.3 and 27.1.1., shall not interfere with the yield and use of the Columbine Ditch water rights by Climax by virtue of Climax's one-third interest in the Columbine Ditch water rights.

11.7. If the Applicant is utilizing Aurora's storage space in Twin Lakes or at other storage locations for the benefit of the Applicant pursuant to paragraph 7 of the AIGA, Aurora shall report to the local water commissioner on a monthly basis the accounting of the storage for the benefit of the Applicant. After January 1, 2023, this obligation is passed on to the Applicant.

11.8. Applicant and Aurora will report to the Division Engineer annually, prior to taking delivery of water, the source and delivery point of the water to be provided to Lake County from Aurora under the AIGA.

CONFIRMATION OF CONDITIONAL APPROPRIATIVE RIGHTS OF EXCHANGE

12. Purpose and Types of Appropriative Rights of Exchange: Lake County has conditionally appropriated rights of exchange for augmentation replacements introduced to the river system at a location downstream of the depletions to be augmented. The County has identified two exchange regions as Areas A-1 and A-2. Area A-1 as described below and shown graphically in **Exhibit A**, represents that area within the County that can be fully augmented by exchange using the County's available augmentation sources including its Division 5 COA Sources and consumptive use credits associated with the Derry Ditch No. 3. The County may implement: storage exchanges and river exchanges as described below.

12.1. Storage Exchanges: Storage Exchanges are those exchanges of water whereby Lake County stores available water by exchange in upstream storage facilities for subsequent release to augment out-of-priority depletions while providing sufficient replacement water at or above the calling water right. Storage exchanges are those exchanges of water whereby Lake County stores available water by exchange in upstream

storage facilities, for subsequent release to augment out-of-priority depletions in accordance with the Plan for Augmentation requested, while providing sufficient replacement water at or above the calling water right. Storage exchange rates are sized to accommodate sufficient inflow and filling the subject reservoirs in approximately one week.

12.2. River Exchanges: River exchanges will provide augmentation supply by exchange within Area A in amounts necessary to replace depletions attributed to County Contractees located at various upstream locations.

13. Descriptions of Exchanges: The exchanges decreed herein are described below and they are summarized in the exchange matrixes attached hereto and incorporated herein as **Exhibit E**.

13.1. Storage Exchanges:

13.1.1. Division 5 COA Sources to Box Creek Reservoir Exchange: The purpose of this exchange is to move the County's Division 5 COA Sources to an upstream storage site at the proposed Box Creek Reservoir, described above.

13.1.1.1. Legal Description of Exchange Reach:

13.1.1.1.1. Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24. UTM X: 389194.4, UTM Y: 4326186.2 (information for Structure ID No. 1120035 provided by the Colorado Decision Support System)

13.1.1.1.2. Upstream Terminus: The dam centerline of Box Creek Reservoir to be located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, T. 11 S., R. 80 W. of the 6th P.M. The upstream terminus is approximately 2,130 feet from the east line and 210 feet from the north line of Section 4. UTM X: 384353.3, UTM Y: 4331826.7 (information for Structure ID No. 1103545 provided by the Colorado Decision Support System)

13.1.1.2. Maximum Rate of Exchange: 5 c.f.s.

13.1.1.3. Source of Substitute Supply: Division 5 COA Sources.

13.1.2. Division 5 COA Sources to Hayden Meadows Recreation Pond Exchange: The purpose of this exchange is to move the County's Division 5 COA Sources to an upstream storage site at the existing Hayden Meadows Recreation Pond.

13.1.2.1. Legal Description of Exchange Reach:

13.1.2.1.1. Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, T. 11 S., R. 80 W.

of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 from the south line of Section 24. UTM X: 389194.4, UTM Y: 4326186.2 (information for Structure ID No. 1120035 provided by the Colorado Decision Support System)

13.1.2.1.2. Upstream Terminus: The Upper River Ditch headgate located in the NE ¼ of the SE ¼ of Section 16, T. 10 S., R. 80 W. of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16. UTM X: 384983.69, UTM Y: 4337246.82 (information for Structure ID No. 1100519 provided by the Colorado Decision Support System)

13.1.2.2. Maximum Rate of Exchange: 3 c.f.s.

13.1.2.3. Source of Substitute Supply: Division 5 COA Sources, as described above.

13.1.3. Division 5 COA Sources to Birdseye Gulch Exchange: The purpose of this exchange is to move the County's Division 5 COA Sources to an upstream storage site at the proposed Birdseye Gulch Reservoir.

13.1.3.1. Legal Description of Exchange Reach:

13.1.3.1.1. Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE ¼ of the SE ¼ of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 from the south line of Section 24. UTM X: 389194.4, UTM Y: 4326186.2 (information for Structure ID No. 1120035 provided by the Colorado Decision Support System)

13.1.3.1.2. Upstream Terminus: A reservoir fill ditch located on Birdseye Gulch in the NE ¼ of the SE ¼ of Section 33, T. 8 S., R. 79 W. of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33. UTM X: 394485, UTM Y: 4351753 (information for Structure ID No. 1101236 obtained from Case No. 11CW86 Decree).

13.1.3.2. Maximum Rate of Exchange: 2.2 c.f.s.

13.1.3.3. Source of Substitute Supply: Division 5 COA Sources.

13.1.4. Box Creek Reservoir and the Derry Ditch No. 3 to Hayden Meadows Recreation Pond Exchange: The purpose of this exchange is to move the County's Box Creek Reservoir storage supply and/or the County's Derry Ditch No. 3 consumptive use credits upstream to the existing Hayden Meadows Recreation Pond.

13.1.4.1. Legal Description of Exchange Reach – Box Creek Reservoir to Hayden Meadows Recreation Pond:

13.1.4.1.1. Downstream Terminus: The confluence of Box Creek with the Arkansas River located in the NW ¼ of the SE ¼ of Section 11, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1671 feet from the east line and 2357 feet from the south line of Section 11. UTM X: 387709, UTM Y: 4329392 (information for Structure ID No. 1120112 provided by the Colorado Decision Support System)

13.1.4.1.2. Upstream Terminus: The Upper River Ditch headgate located in the NE ¼ of the SE ¼ of Section 16, T. 10 S., R. 80 W. of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16. UTM X: 384983.69, UTM Y: 4337240.82 (information for Structure ID No. 1100519 provided by the Colorado Decision Support System)

13.1.4.2. Legal Description of Exchange Reach – Derry Ditch No. 3 to Hayden Meadows Recreation Pond:

13.1.4.2.1. Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE ¼ of the SE ¼ of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 from the south line of Section 24. UTM X: 389194.4, UTM Y: 4326186.2 (information for Structure ID No. 1120035 provided by the Colorado Decision Support System)

13.1.4.1.3. 13.1.4.2.2. Upstream Terminus: The Upper River Ditch headgate located in the NE ¼ of the SE ¼ of Section 16, T. 10 S., R. 80 W. of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16. UTM X: 384983.69, UTM Y: 4337240.82 (information for Structure ID No. 1100519 provided by the Colorado Decision Support System)

13.1.4.2. Maximum Rate of Exchange: 3 c.f.s.

13.1.4.3. Sources of Substitute Supply: Box Creek Reservoir and Derry Ditch No. 3

13.1.5. Box Creek Reservoir and the Derry Ditch No. 3 to Birdseye Gulch Exchange: The purpose of this exchange is to move the County's Box Creek Reservoir storage supply and/or the County's consumptive use credits associated with the Derry Ditch No. 3 upstream to the proposed Birdseye Gulch Reservoir, described above.

13.1.5.1. Legal Description of Exchange Reach – Box Creek Reservoir to Birdseye Gulch:

13.1.5.1.1. Downstream Terminus: The confluence of Box Creek with the Arkansas River located in the NW ¼ of the SE ¼ of Section 11, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1671 feet from the east line and 2357 feet from the south line of Section 11. UTM X: 387709, UTM Y: 4329392 (information for Structure ID No. 1120112 provided by the Colorado Decision Support System)

13.1.5.1.2. Upstream Terminus: A reservoir fill ditch located on Birdseye Gulch in the NE ¼ of the SE ¼ of Section 33, T. 8 S., R. 79 W. of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33. UTM X: 394485.0, UTM Y: 4351753.0 (information for Structure ID No. 1101236 obtained from Case No. 11CW86 Decree).

13.1.5.2. Legal Description of Exchange Reach – Derry Ditch No. 3 to Birdseye Gulch:

13.1.5.2.1. Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE ¼ of the SE ¼ of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 from the south line of Section 24. UTM X: 389194.4, UTM Y: 4326186.2 (information for Structure ID No. 1120035 provided by the Colorado Decision Support System)

13.1.5.2.2. Upstream Terminus: A reservoir fill ditch located on Birdseye Gulch in the NE ¼ of the SE ¼ of Section 33, T. 8 S., R. 79 W. of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33. UTM X: 394485.0, UTM Y: 4351753.0 (information for Structure ID No. 1101236 obtained from Case No. 11CW86 Decree)

13.1.5.3. Maximum Rate of Exchange: 2.2 c.f.s.

13.1.5.4. Sources of Substitute Supply: Box Creek Reservoir and Derry Ditch No. 3.

13.1.6. Hayden Meadows Recreation Pond to Birdseye Gulch Reservoir Exchange: The purpose of this exchange is to move the County's Hayden Meadows Recreation Pond storage supply upstream to the proposed Birdseye Gulch Reservoir.

13.1.6.1. Legal Description of Exchange Reach:

13.1.6.1.1. Downstream Terminus: The confluence of the Hayden Meadows Recreation Pond outlet channel and the Arkansas River located in the SE ¼ of the NW ¼ of Section 22, T. 10 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 1,920 feet from the west line and 1,990 feet from the north line of section 22. UTM X: 385798.6, UTM Y: 4336058.13 (information for Structure ID No. NO ID provided by the Colorado Decision Support System)

13.1.6.1.2. Upstream Terminus: A reservoir fill ditch located on Birdseye Gulch in the NE ¼ of the SE ¼ of Section 33, T. 8 S., R. 79 W. of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33. UTM X: 394485.0, UTM Y: 4351753.00 (information for Structure ID No. 1101236 obtained from Case No. 11CW86 Decree).

13.1.6.2. Maximum Rate of Exchange: 2.2 c.f.s.

13.1.6.3. Source of Substitute Supply: Hayden Meadows Recreation Pond

13.2. River Exchanges:

13.2.1. Area A-1 River Exchange: Under this exchange, the County will replace the depletions with the release of storage supplies, the Derry Ditch No. 3 consumptive use credits, and Contract Exchange water. Any Contract Exchange water must be sourced from a transbasin diversion into Water Division 2 or otherwise decreed for fully consumable use in Water Division 2. A summary of all A-1 River Exchanges are described in attached **Exhibit E**.

13.2.1.1. Legal Description of Exchange Reach:

13.2.1.1.1. Downstream Termini: the confluence of Spring Creek (south of Sawmill Gulch) and the Arkansas River. The downstream terminus is located in the NW ¼ of the NW ¼ of Section 25, Township 11 South, Range 80 West of the 6th PM approximately 814 feet from the east line and 771 feet from the north line of Section 25.

13.2.1.1.2. Upstream Terminus: Upstream boundaries of Area A-1 as more fully described in Section 9.2.3 above.

13.2.1.2. Maximum Rate of Exchange: 2 c.f.s.

13.2.2. Area A-2 River Exchange: Under this exchange, the County will replace the depletions associated with Area A-2 with the release of storage supplies, the Derry Ditch No. 3 consumptive use credits, and Contract Exchange water. A summary of all A-2 River Exchanges are described in attached **Exhibit E**.

13.2.2.1. Legal Description of Exchange Reach

13.2.2.1.1. Downstream Terminus: Downstream Terminus: The confluence of Lake Creek with the Arkansas River located in the NE ¼ of the SE ¼ of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 3,310 feet from the west line and 2,820 from the north line of Section 24.

13.2.2.1.2. Upstream Termini: Upstream boundaries of Area A-2 as more fully described in Section 9.2.4 above.

13.2.2.2. Maximum Rate of Exchange: 0.5 c.f.s.

13.2.3. Sources of Substitute Supply for all River Exchanges: The Augmentation Sources including Division 5 COA Sources; Derry Ditch No. 3 consumptive use credits; Box Creek Reservoir; Hayden Meadows Recreation Pond; Birdseye Gulch Reservoir; and Contract Exchange Sources.

14. Use for All Exchanges: To replace out of priority depletions by the County’s Contractees pursuant to the Plan for Augmentation.

15. Priority Date for All Exchanges: The priority date for all exchanges shall be administered pursuant to C.R.S. § 37-92-306 as an application filed in calendar year 2012

15.1. The appropriation date for all exchanges, except for the Birdseye Exchanges described in 15.2 below, is January 31, 2012, based on the filing of the Amended Application identifying the exchanges with detailed areas and exchange rates.

15.2. The appropriation date for the Birdseye Exchanges, as described in paragraphs 13.1.3, 13.1.5, and 13.1.6, is December 29, 2012, based on the filing of the Amended Application and Stipulation with Climax Molybdenum Company.

16. Exchange Operations:

16.1. The decreed appropriative exchanges shall be operated only when there are adequate stream flows in affected reaches to satisfy the legal entitlements of senior priorities within those reaches.

16.2. The CWCB has decreed instream flow rights for reaches of streams within Area A, which rights are located within certain of the Exchange Reaches described above (“CWCB Instream Flow Rights”). Those rights are summarized below, and the affected stream reaches within Area A are shown on the map attached hereto and incorporated herein as **Exhibit A**.

Case #	Stream	Area	Amount (c.f.s)	Approp. Date
2-75W4271	Lake Creek	A-1	15 cfs (1/1 - 12/31)	5/01/1975
2-76W4442	Big Union Creek	A-1	8 cfs (1/1 - 12/31)	1/14/1976

2-79CW124	Busk Creek	A-2	3 cfs (1/1 - 12/31)	3/14/1979
2-77W4654	Lake Fork Creek	A-2	15 cfs (1/1 - 12/31)	1/19/1977
2-77W4655	Lake Fork Creek	A-2	20 cfs (1/1 - 12/31)	1/19/1977
2-77W4646	East Fork Arkansas River	A-1	15 cfs (1/1 - 12/31)	1/19/1977

The CWCB Instream Flow Rights are senior in priority to the Applicant's Exchanges. Applicant's operation of its Exchanges shall be in compliance with the terms and conditions of this Decree, and Applicant shall confirm with the Water Commissioner that exchange potential exists prior to operation of Exchanges where they overlap with the reaches described herein.

16.3. Any river or storage exchange within Area A-2 shall only operate when and to the extent flows in Lake Fork Creek below Turquoise Reservoir are at least equal to the flows decreed for instream flow purposes in Cases No. W-4654 and W-4655 and all senior rights in the exchange reach are satisfied.

16.4. Applicant's exchanges to storage facilities shall only occur with prior notice to the Division Engineer's Office and when there is a live surface stream existing between the points of exchange operation within the exchange reach and there is water available for diversion at the exchange rate under the exchange priority date.

17. Unappropriated Water and Feasibility: The Court finds that unappropriated exchange potential is available for the conditional appropriative exchange rights described and decreed herein, subject to the terms and conditions on the operation thereof decreed herein, in sufficient quantity and frequency to achieve the beneficial use thereof. The Court also finds that the Applicant can and will complete those exchanges with diligence and within a reasonable period of time. During the initial diligence period, the Applicant shall demonstrate a continued need for the claimed exchange rates on each individual river exchange described in **Exhibit E**. The Applicant shall determine whether exchange rates should be reduced on any particular river exchange reach.

18. Withdrawn Claims: Lake County's Second Amended Application made claims for additional appropriative rights of exchange to provide augmentation service within portions of the drainages in Tennessee Creek, the East Fork of the Arkansas River and Lake Creek upstream from Twin Lakes Reservoir. As explained in Section 9.3 above, because the County currently does not own or control storage or other supplies that can be used for reliable augmentation in those areas the County has withdrawn its plan for such service and has likewise withdrawn from this case and in the process of presenting its proposed decree claims for appropriative rights of exchange in those areas. In the future, the County may apply to this Court for an amendment of the decree in this case or for separate decrees for separate plans for augmentation that include exchanges to supply those additional service

areas, and the priority of any such claimed exchanges will be based upon the separate appropriations of those exchanges and on the dates of the filing of applications for confirmation of those exchanges.

CONCLUSIONS OF LAW

19. To the extent they constitute legal conclusions, the foregoing Findings of Fact are incorporated herein.

20. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Second Amended Application and over all entities or persons who had standing to appear, even though they did not do so.

21. The Second Amended Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969, C.R.S. §§ 37-92-101 through 602.

21.1. Applicant has fulfilled all legal requirements for a decree for the requested changes of water rights, including C.R.S. §§ 37-92-302 and 37-92-305.

21.2. Applicant has fulfilled all legal requirements for a decree for the requested Plan for Augmentation, including C.R.S. §§ 37-92-302 and 37-92-305.

21.3. Applicant has fulfilled all legal requirements for a decree confirming the requested conditional rights of exchange, including C.R.S. §§ 37-92-302 and 37-92-305.

JUDGMENT AND DECREE

22. Findings and Conclusions Incorporated: The foregoing Findings of Fact and Conclusions of Law are incorporated herein.

23. Changes of Rights Approved: The Court hereby approves and decrees the changes of water rights for the Derry Ditch No. 3 as described herein and subject to all of the limitations and terms and conditions stated for those changes.

24. Plan for Augmentation Approved: The Court hereby decrees and approves the Plan for Augmentation described herein subject to all of the limitations and the stated terms and conditions for operation of the plan. In conformance with C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

25. Exchanges Confirmed: The Court hereby confirms and decrees conditional rights of appropriative exchange described herein subject to the decreed conditions for operation of such exchanges. Pursuant to C.R.S. § 37-92-306, the appropriative exchanges decreed herein shall be administered with 2012 priorities.

26. Water Facilities Located on National Forest System Lands: Water diversions by the Plan for Augmentation to be augmented may be located on federal lands within the National Forest managed by the U.S.D.A Forest Service (“Forest Service”). This Decree does not create any right, title or interest in the use of federal lands. Any use of federal lands for diversion or conveyance of water is contingent on and subject to the diverter having or obtaining appropriate authorization issued by the appropriate federal land management agency pursuant to pertinent statutes, regulations and policies applicable to the occupancy and use of the federal lands. Absent other appropriate authorization, any person or entity seeking to use National Forest System lands in relation to the plan for augmentation decreed herein must apply for and obtain appropriate authorization and approval for operation on federal lands before it can construct, reconstruct, alter or revise any diversion or conveyance facilities on National Forest System lands. The entry of this Decree shall not limit the authority of the Forest Service with respect to consideration of and action on such requests for permits, approvals, or authorizations.

27. Use of Lands, Facilities and Structures: Nothing herein shall be construed to create any right on the part of Applicant to utilize lands, facilities or structures owned by third parties for the diversion, carriage or storage of water. This Decree shall neither enlarge nor diminish any right to use lands, facilities or structures currently owned or possessed by Applicant. Applicant may utilize land for the construction and operation of facilities and structures only to the extent Applicant has acquired the right to so use such land from the appropriate persons or entities, by purchase, by exercise of the power of eminent domain, or by other appropriate means. The following limitations apply to Applicant’s rights to use certain lands, facilities or structures referenced herein:

27.1. Turquoise and Twin Lakes Reservoirs: Applicant recognizes that Turquoise Reservoir and Twin Lakes Reservoir are owned by the United States Bureau of Reclamation and operated, in part, as part of the Fryingpan-Arkansas Project. Any use of the Fryingpan-Arkansas Project facilities by Applicant for storage, exchange or otherwise will occur only with the written permission of the owners of said reservoirs, and will be made consistent with such policies, procedures, contracts, charges and terms as may be lawfully determined by the Bureau of Reclamation or its successors in interest in their good faith discretion.

27.1.1. Pursuant to its AIGA and OA with the City of Aurora, as described in paragraph 2.3 above, Applicant, may use these facilities based on the following:

27.1.1.1. Turquoise Reservoir: That certain “Water Rights Purchase and Sales Agreement” between Colorado and Utah Land Company and Aurora dated December 12, 1983 and recorded at Page 467, Book 250, et seq., of the Lake County Clerk and Recorder’s Office and that certain deed captioned “Conveyance of Water Storage Right” from Colorado and Utah Land Company to Aurora,

dated December 27, 1983 and recorded at Book 467, Page 302, et seq., of the Lake County Clerk and Recorder's Office. Such agreement and deed transferred to Aurora 5,000 acre-feet of storage space in Turquoise Reservoir from the 10,000 acre-feet of storage space owned by the seller pursuant to United States Department of Interior, Bureau of Reclamation Contract No. 6-07-70-W0089.

27.1.1.2. Twin Lakes Reservoir: Aurora owns of 2,458.475 shares of Twin Lakes Reservoir and Canal Company, which company, through agreements with the Bureau of Reclamation, may store water, including water rights owned by its shareholders, in Twin Lakes Reservoir. Aurora operations in Twin Lakes Reservoir for Applicant's uses will be pursuant to Twin Lakes Reservoir and Canal Company By-laws.

27.1.2. This Decree does not give Applicant, any rights to ownership or use of any Fryingpan-Arkansas Project structures, or any rights of ownership or rights to purchase or receive allocation of Fryingpan-Arkansas Project water or return flows from Fryingpan-Arkansas Project water, and does not alter any existing rights (including any right to renew existing contracts) Applicant or Aurora may otherwise have. Moreover, Applicant and Aurora shall not operate the rights decreed herein in a manner that would interfere with the lawful operation of the Fryingpan-Arkansas Project. This Decree (or any omission herefrom) shall not be interpreted to limit or diminish any existing decreed absolute or conditional water rights of any party including the Bureau of Reclamation and Southeastern Colorado Water Conservancy District.

27.1.3. This Decree has no effect on the authority of the United States to regulate and/or deny use of federal facilities of the Bureau of Reclamation. Applicant recognizes that the consideration of and action on requests for any necessary federal contracts and authorizations shall be carried out pursuant to all pertinent statutes, regulations and policies applicable to the occupancy and use of Bureau of Reclamation facilities, including, but not limited to General Reclamation Law, Fryingpan-Arkansas Project authorization legislation, the National Environmental Policy Act, and the Endangered Species Act.

27.1.4. This Decree shall not in any way limit or affect the authority of the Bureau of Reclamation with respect to the agency's consideration of and action on such requests for contracts, approvals, or authorizations. Applicant recognizes that the authority of the Bureau of Reclamation to impose terms and conditions, and/or deny such requested contracts, approvals or authorizations, is not in any way limited, affected or enhanced by entry of this Decree or by agreements between others to which the United States is not a party.

- 27.1.5. Excepting rights that it presently has, or any renewals of such present rights, Applicant acknowledges that it cannot use Fryingpan-Arkansas Project facilities as contemplated under this Decree until and unless it applies for and obtains any approval of the Bureau of Reclamation necessary to allow it to store water in or utilize those facilities and satisfies the terms and conditions imposed by such approvals and/or authorizations.
28. City of Aurora: Nothing in this Decree or in any other Order issued in this matter amends, changes or modifies any stipulation, agreement or contract of any type between Lake County and the City of Aurora.
29. Arkansas River Voluntary Flow Management Program: The United States Bureau of Reclamation currently operates Twin Lakes and Turquoise Reservoirs so as to manage flows in the Arkansas River above Pueblo Reservoir for recreational and fishery purposes, while fully satisfying the primary purposes of the Fryingpan-Arkansas Project and other existing contractual obligations (including renewals of existing contractual obligations), pursuant to its concurrence with recommendations of the Colorado Department of Natural Resources (“CDNR”) made after CDNR’s consultation with the Southeastern Colorado Water Conservancy District (the “Upper Arkansas River Voluntary Flow Management Program”). At times that such an Upper Arkansas River Voluntary Flow Management Program (whether agreed to on an annual or other basis) is in effect, Applicant shall not exercise its water rights pursuant to this Decree in a manner that interferes with the objectives of such program at times when the United States is releasing water from either Twin Lakes or Turquoise Reservoirs pursuant to such program.
30. Retained Jurisdiction: In consideration of the specific findings and conclusions made herein, and in conformance with C.R.S. § 37-92-304(6), as amended, the Court shall retain jurisdiction for reconsideration of the approved changes of water rights and plan for augmentation as follows:
- 30.1. The changes of water rights shall be subject to reconsideration by the Water Judge on the question of injury to vested water rights from the date of entry of this Decree until five years after Applicant gives notice of the implementation of such changes to the Division Engineer and Opposers in this case.
- 30.2. As to the plan for augmentation, in each of Areas A-1 and A-2, the operation in each such area shall be subject to reconsideration by the Water Judge on the question of injury to vested water rights from the date of entry of this Decree until ten years after the entry of a decree confirming that 50 percent or more of the appropriative exchange rate decreed for augmentation in such area has become absolute.
- 30.3. If no petition for reconsideration is filed within those periods, retention of jurisdiction for those purposes shall automatically expire. Any party who wants the

Court to reconsider the question of injury must file a verified petition with the Court, setting forth the facts that cause such injury and explaining the claimed injury. The party filing the petition shall have the burden of going forward to establish the prima facie facts alleged in the petition. If the Court finds those facts to be established, the Applicant shall thereupon bear the burden of proof to show (a) that any modification sought by the Applicant will avoid injury to vested water rights, (b) that any modification sought by the petitioner is not required to avoid injury to vested water rights, or (c) that any term or condition proposed by Applicant in response to the petition avoids injury to vested water rights.

31. Diligence. The conditional appropriative rights of exchange confirmed herein shall be in full force and effect until the end of the month that is six years after the month in which the Court has entered this Decree. If the Applicant wishes to maintain those conditional rights thereafter, it shall file an application for a finding of reasonable diligence on or before that date or make a showing on or before then that the conditional water rights have become absolute rights by reason of the completion of the appropriations.

32. Transfer of Conditional Rights: Pursuant to Rule 9 of the Uniform Local Rules for All State Water Court Divisions, upon the sale or other transfer of any conditional rights of exchange, the transferee shall file with the Division 2 Water Court a notice of transfer which shall state:

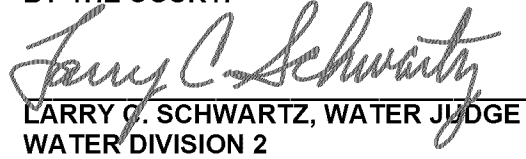
- 32.1. The title and case number of this Case No. 98CW173;
- 32.2. The description of the conditional water right transferred;
- 32.3. The name of the transferor;
- 32.4. The name and mailing address of the transferee; and
- 32.5. A copy of the recorded deed.

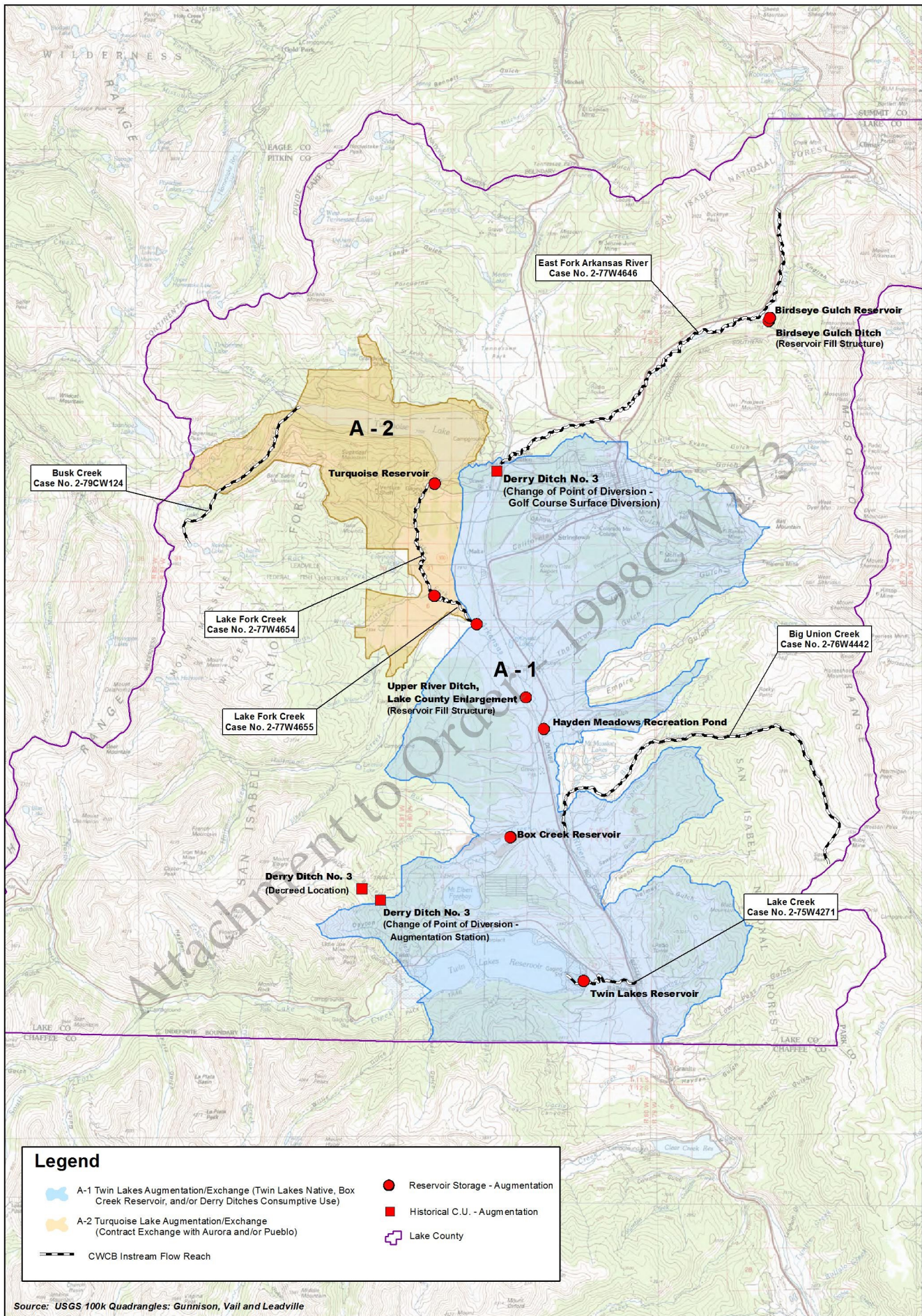
The owner of the conditional water rights shall also notify the Clerk of the Division 2 Water Court of any change in mailing address. The Clerk shall place any notice of transfer or change of address in the case file of this Case No. 98CW173 and in the case file (if any) in which the Court first made a finding of reasonable diligence.

33. It is further ordered that a copy of this Findings of Fact, Conclusions of Law, Judgment and Decree shall be filed with the State Engineer and the Division Engineer for Water Division No. 2.

Done this 17th day of January, 2017.

BY THE COURT:


LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2



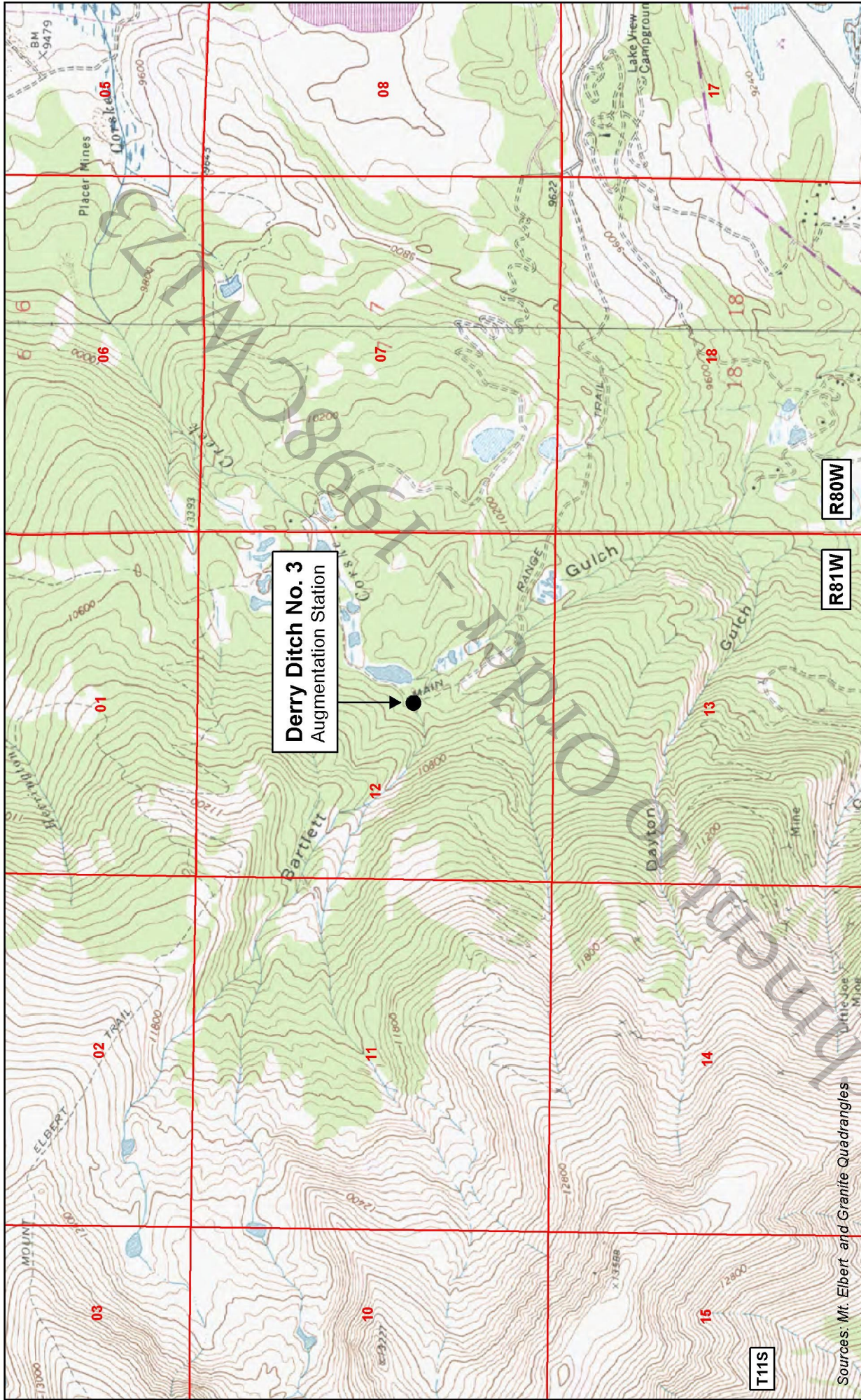
Legend

A-1 Twin Lakes Augmentation/Exchange (Twin Lakes Native, Box Creek Reservoir, and/or Derry Ditches Consumptive Use)	Reservoir Storage - Augmentation
A-2 Turquoise Lake Augmentation/Exchange (Contract Exchange with Aurora and/or Pueblo)	Historical C.U. - Augmentation
CWCB Instream Flow Reach	Lake County

Source: USGS 100k Quadrangles: Gunnison, Vail and Leadville

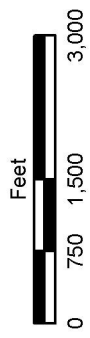
Exhibit A: Area A-1 & A-2, Augmentation and Storage Sources
Lake County Umbrella Aug Plan
Case No. 98CW173



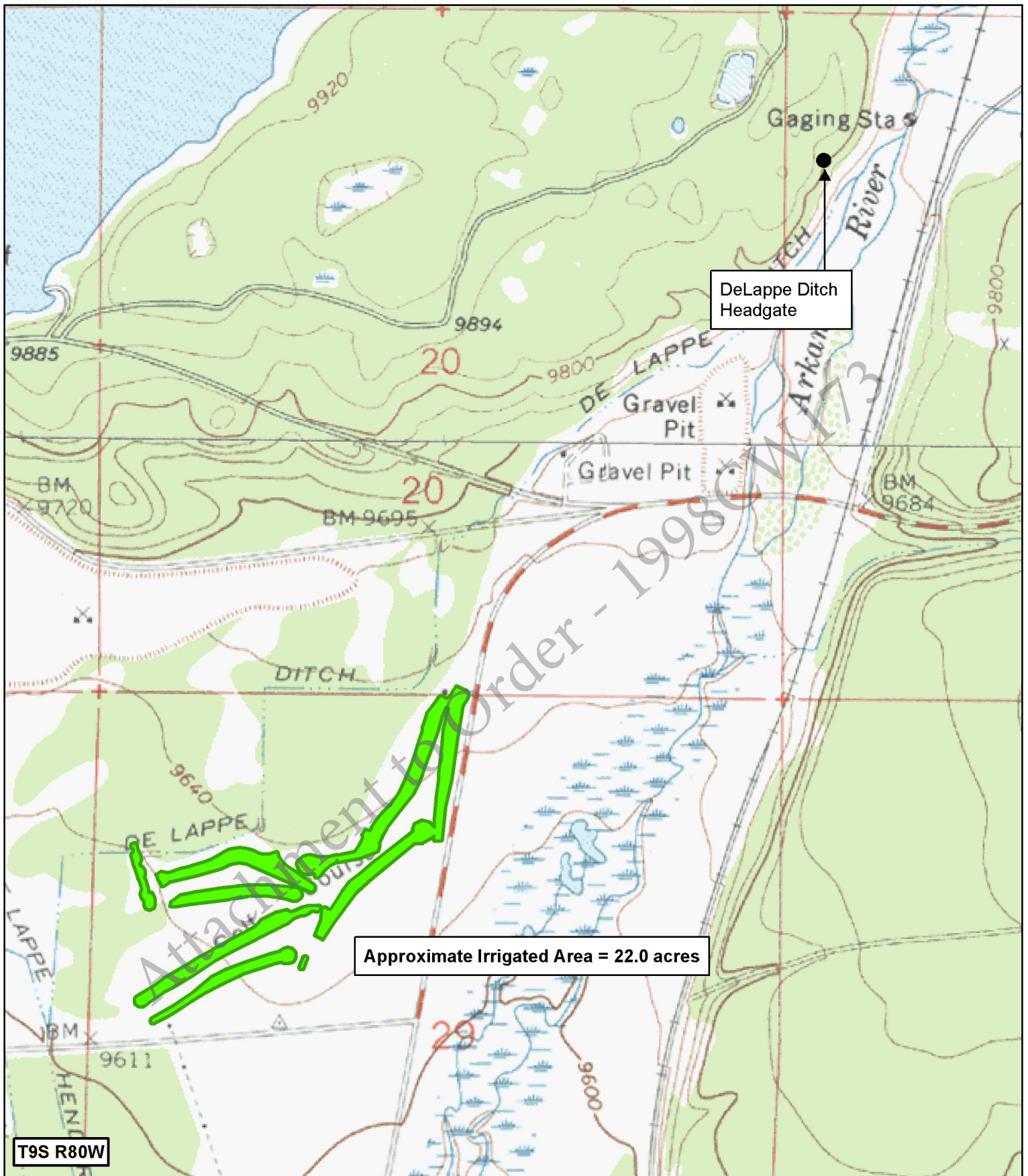


Sources: Mt. Elbert and Granite Quadrangles

Exhibit B: Derry Ditch No. 3 Augmentation Station



Date: 3/7/2014
 File: 1326-2.1
 Drawn: RKM
 Approved: EFM



Source: Leadville North and South Quadrangles

Exhibit C: DeLappe Ditch and Golf Course Irrigation Location Map

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NE	19	09 S	79 W	6
A-1	NW	19	09 S	79 W	6
A-1	SE	19	09 S	79 W	6
A-1	SW	19	09 S	79 W	6
A-1	SE	20	09 S	79 W	6
A-1	SW	20	09 S	79 W	6
A-1	NW	28	09 S	79 W	6
A-1	SE	28	09 S	79 W	6
A-1	SW	28	09 S	79 W	6
A-1	NE	29	09 S	79 W	6
A-1	NW	29	09 S	79 W	6
A-1	SE	29	09 S	79 W	6
A-1	SW	29	09 S	79 W	6
A-1	NE	30	09 S	79 W	6
A-1	NW	30	09 S	79 W	6
A-1	SE	30	09 S	79 W	6
A-1	SW	30	09 S	79 W	6
A-1	NE	31	09 S	79 W	6
A-1	NW	31	09 S	79 W	6
A-1	SE	31	09 S	79 W	6
A-1	SW	31	09 S	79 W	6
A-1	NE	32	09 S	79 W	6
A-1	NW	32	09 S	79 W	6
A-1	SE	32	09 S	79 W	6
A-1	SW	32	09 S	79 W	6
A-1	NW	33	09 S	79 W	6
A-1	SW	33	09 S	79 W	6
A-1	SW	13	09 S	80 W	6
A-1	NW	14	09 S	80 W	6
A-1	SE	14	09 S	80 W	6
A-1	SW	14	09 S	80 W	6
A-1	NE	15	09 S	80 W	6
A-1	SE	15	09 S	80 W	6
A-1	SW	15	09 S	80 W	6
A-1	SE	16	09 S	80 W	6
A-1	SW	16	09 S	80 W	6
A-1	NE	20	09 S	80 W	6
A-1	NW	20	09 S	80 W	6
A-1	SE	20	09 S	80 W	6
A-1	SW	20	09 S	80 W	6
A-1	NE	21	09 S	80 W	6
A-1	NW	21	09 S	80 W	6
A-1	SE	21	09 S	80 W	6
A-1	SW	21	09 S	80 W	6
A-1	NE	22	09 S	80 W	6
A-1	NW	22	09 S	80 W	6
A-1	SE	22	09 S	80 W	6
A-1	SW	22	09 S	80 W	6
A-1	NE	23	09 S	80 W	6
A-1	NW	23	09 S	80 W	6
A-1	SE	23	09 S	80 W	6
A-1	SW	23	09 S	80 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NE	24	09 S	80 W	6
A-1	NW	24	09 S	80 W	6
A-1	SE	24	09 S	80 W	6
A-1	SW	24	09 S	80 W	6
A-1	NE	25	09 S	80 W	6
A-1	NW	25	09 S	80 W	6
A-1	SE	25	09 S	80 W	6
A-1	SW	25	09 S	80 W	6
A-1	NE	26	09 S	80 W	6
A-1	NW	26	09 S	80 W	6
A-1	SE	26	09 S	80 W	6
A-1	SW	26	09 S	80 W	6
A-1	NE	27	09 S	80 W	6
A-1	NW	27	09 S	80 W	6
A-1	SE	27	09 S	80 W	6
A-1	SW	27	09 S	80 W	6
A-1	NE	28	09 S	80 W	6
A-1	NW	28	09 S	80 W	6
A-1	SE	28	09 S	80 W	6
A-1	SW	28	09 S	80 W	6
A-1	NE	29	09 S	80 W	6
A-1	NW	29	09 S	80 W	6
A-1	SE	29	09 S	80 W	6
A-1	SW	29	09 S	80 W	6
A-1	NE	32	09 S	80 W	6
A-1	NW	32	09 S	80 W	6
A-1	SE	32	09 S	80 W	6
A-1	SW	32	09 S	80 W	6
A-1	NE	33	09 S	80 W	6
A-1	NW	33	09 S	80 W	6
A-1	SE	33	09 S	80 W	6
A-1	SW	33	09 S	80 W	6
A-1	NE	34	09 S	80 W	6
A-1	NW	34	09 S	80 W	6
A-1	SE	34	09 S	80 W	6
A-1	SW	34	09 S	80 W	6
A-1	NE	35	09 S	80 W	6
A-1	NW	35	09 S	80 W	6
A-1	SE	35	09 S	80 W	6
A-1	SW	35	09 S	80 W	6
A-1	NE	36	09 S	80 W	6
A-1	NW	36	09 S	80 W	6
A-1	SE	36	09 S	80 W	6
A-1	SW	36	09 S	80 W	6
A-1	NW	04	10 S	79 W	6
A-1	NE	05	10 S	79 W	6
A-1	NW	05	10 S	79 W	6
A-1	NE	06	10 S	79 W	6
A-1	NW	06	10 S	79 W	6
A-1	SE	06	10 S	79 W	6
A-1	SW	06	10 S	79 W	6
A-1	SE	07	10 S	79 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	SW	08	10 S	79 W	6
A-1	NW	17	10 S	79 W	6
A-1	NE	18	10 S	79 W	6
A-1	NW	18	10 S	79 W	6
A-1	SE	18	10 S	79 W	6
A-1	SW	18	10 S	79 W	6
A-1	NW	19	10 S	79 W	6
A-1	SE	19	10 S	79 W	6
A-1	SW	19	10 S	79 W	6
A-1	SW	20	10 S	79 W	6
A-1	NW	29	10 S	79 W	6
A-1	SW	29	10 S	79 W	6
A-1	NE	30	10 S	79 W	6
A-1	NW	30	10 S	79 W	6
A-1	SE	30	10 S	79 W	6
A-1	SW	30	10 S	79 W	6
A-1	NE	31	10 S	79 W	6
A-1	NW	31	10 S	79 W	6
A-1	SE	31	10 S	79 W	6
A-1	SW	31	10 S	79 W	6
A-1	NE	32	10 S	79 W	6
A-1	NW	32	10 S	79 W	6
A-1	SW	32	10 S	79 W	6
A-1	NE	01	10 S	80 W	6
A-1	NW	01	10 S	80 W	6
A-1	SE	01	10 S	80 W	6
A-1	SW	01	10 S	80 W	6
A-1	NE	02	10 S	80 W	6
A-1	NW	02	10 S	80 W	6
A-1	SE	02	10 S	80 W	6
A-1	SW	02	10 S	80 W	6
A-1	NE	03	10 S	80 W	6
A-1	NW	03	10 S	80 W	6
A-1	SE	03	10 S	80 W	6
A-1	SW	03	10 S	80 W	6
A-1	NE	04	10 S	80 W	6
A-1	NW	04	10 S	80 W	6
A-1	SE	04	10 S	80 W	6
A-1	SW	04	10 S	80 W	6
A-1	NE	05	10 S	80 W	6
A-1	NW	05	10 S	80 W	6
A-1	SE	05	10 S	80 W	6
A-1	SW	05	10 S	80 W	6
A-1	SE	07	10 S	80 W	6
A-1	NE	08	10 S	80 W	6
A-1	NW	08	10 S	80 W	6
A-1	SE	08	10 S	80 W	6
A-1	SW	08	10 S	80 W	6
A-1	NE	09	10 S	80 W	6
A-1	NW	09	10 S	80 W	6
A-1	SE	09	10 S	80 W	6
A-1	SW	09	10 S	80 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NE	10	10 S	80 W	6
A-1	NW	10	10 S	80 W	6
A-1	SE	10	10 S	80 W	6
A-1	SW	10	10 S	80 W	6
A-1	NE	11	10 S	80 W	6
A-1	NW	11	10 S	80 W	6
A-1	SE	11	10 S	80 W	6
A-1	SW	11	10 S	80 W	6
A-1	NE	12	10 S	80 W	6
A-1	NW	12	10 S	80 W	6
A-1	SW	12	10 S	80 W	6
A-1	SE	13	10 S	80 W	6
A-1	SW	13	10 S	80 W	6
A-1	NE	14	10 S	80 W	6
A-1	NW	14	10 S	80 W	6
A-1	SE	14	10 S	80 W	6
A-1	SW	14	10 S	80 W	6
A-1	NE	15	10 S	80 W	6
A-1	NW	15	10 S	80 W	6
A-1	SE	15	10 S	80 W	6
A-1	SW	15	10 S	80 W	6
A-1	NE	16	10 S	80 W	6
A-1	NW	16	10 S	80 W	6
A-1	SE	16	10 S	80 W	6
A-1	SW	16	10 S	80 W	6
A-1	NE	17	10 S	80 W	6
A-1	NW	17	10 S	80 W	6
A-1	SE	17	10 S	80 W	6
A-1	SW	17	10 S	80 W	6
A-1	NE	18	10 S	80 W	6
A-1	NW	18	10 S	80 W	6
A-1	SE	18	10 S	80 W	6
A-1	SW	18	10 S	80 W	6
A-1	NE	19	10 S	80 W	6
A-1	NW	19	10 S	80 W	6
A-1	SE	19	10 S	80 W	6
A-1	SW	19	10 S	80 W	6
A-1	NE	20	10 S	80 W	6
A-1	NW	20	10 S	80 W	6
A-1	SE	20	10 S	80 W	6
A-1	SW	20	10 S	80 W	6
A-1	NE	21	10 S	80 W	6
A-1	NW	21	10 S	80 W	6
A-1	SE	21	10 S	80 W	6
A-1	SW	21	10 S	80 W	6
A-1	NE	22	10 S	80 W	6
A-1	NW	22	10 S	80 W	6
A-1	SE	22	10 S	80 W	6
A-1	SW	22	10 S	80 W	6
A-1	NE	23	10 S	80 W	6
A-1	NW	23	10 S	80 W	6
A-1	SW	23	10 S	80 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NE	24	10 S	80 W	6
A-1	NW	24	10 S	80 W	6
A-1	NE	25	10 S	80 W	6
A-1	SE	25	10 S	80 W	6
A-1	SW	25	10 S	80 W	6
A-1	SW	26	10 S	80 W	6
A-1	NE	27	10 S	80 W	6
A-1	NW	27	10 S	80 W	6
A-1	SE	27	10 S	80 W	6
A-1	SW	27	10 S	80 W	6
A-1	NE	28	10 S	80 W	6
A-1	NW	28	10 S	80 W	6
A-1	SE	28	10 S	80 W	6
A-1	SW	28	10 S	80 W	6
A-1	NE	29	10 S	80 W	6
A-1	NW	29	10 S	80 W	6
A-1	SE	29	10 S	80 W	6
A-1	SW	29	10 S	80 W	6
A-1	NE	30	10 S	80 W	6
A-1	NW	30	10 S	80 W	6
A-1	SE	30	10 S	80 W	6
A-1	SW	30	10 S	80 W	6
A-1	NE	32	10 S	80 W	6
A-1	NW	32	10 S	80 W	6
A-1	SE	32	10 S	80 W	6
A-1	NE	33	10 S	80 W	6
A-1	NW	33	10 S	80 W	6
A-1	SE	33	10 S	80 W	6
A-1	SW	33	10 S	80 W	6
A-1	NE	34	10 S	80 W	6
A-1	NW	34	10 S	80 W	6
A-1	SE	34	10 S	80 W	6
A-1	SW	34	10 S	80 W	6
A-1	NE	35	10 S	80 W	6
A-1	NW	35	10 S	80 W	6
A-1	SE	35	10 S	80 W	6
A-1	SW	35	10 S	80 W	6
A-1	NE	36	10 S	80 W	6
A-1	NW	36	10 S	80 W	6
A-1	SE	36	10 S	80 W	6
A-1	SW	36	10 S	80 W	6
A-1	NE	24	10 S	81 W	6
A-1	NW	24	10 S	81 W	6
A-1	SE	24	10 S	81 W	6
A-1	NW	06	11 S	79 W	6
A-1	SE	06	11 S	79 W	6
A-1	SW	06	11 S	79 W	6
A-1	NE	07	11 S	79 W	6
A-1	NW	07	11 S	79 W	6
A-1	SE	07	11 S	79 W	6
A-1	SW	07	11 S	79 W	6
A-1	NE	08	11 S	79 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NW	08	11 S	79 W	6
A-1	SE	08	11 S	79 W	6
A-1	SW	08	11 S	79 W	6
A-1	SW	09	11 S	79 W	6
A-1	NW	16	11 S	79 W	6
A-1	SW	16	11 S	79 W	6
A-1	NE	17	11 S	79 W	6
A-1	NW	17	11 S	79 W	6
A-1	SE	17	11 S	79 W	6
A-1	SW	17	11 S	79 W	6
A-1	NE	18	11 S	79 W	6
A-1	NW	18	11 S	79 W	6
A-1	SE	18	11 S	79 W	6
A-1	SW	18	11 S	79 W	6
A-1	NE	19	11 S	79 W	6
A-1	NW	19	11 S	79 W	6
A-1	SE	19	11 S	79 W	6
A-1	SW	19	11 S	79 W	6
A-1	NE	20	11 S	79 W	6
A-1	NW	20	11 S	79 W	6
A-1	SE	20	11 S	79 W	6
A-1	SW	20	11 S	79 W	6
A-1	NW	21	11 S	79 W	6
A-1	NW	29	11 S	79 W	6
A-1	NE	30	11 S	79 W	6
A-1	NW	30	11 S	79 W	6
A-1	SE	30	11 S	79 W	6
A-1	SW	30	11 S	79 W	6
A-1	NW	31	11 S	79 W	6
A-1	NE	01	11 S	80 W	6
A-1	NW	01	11 S	80 W	6
A-1	SE	01	11 S	80 W	6
A-1	SW	01	11 S	80 W	6
A-1	NE	02	11 S	80 W	6
A-1	NW	02	11 S	80 W	6
A-1	SE	02	11 S	80 W	6
A-1	SW	02	11 S	80 W	6
A-1	NE	03	11 S	80 W	6
A-1	NW	03	11 S	80 W	6
A-1	SE	03	11 S	80 W	6
A-1	SW	03	11 S	80 W	6
A-1	NE	04	11 S	80 W	6
A-1	NW	04	11 S	80 W	6
A-1	SE	04	11 S	80 W	6
A-1	SW	04	11 S	80 W	6
A-1	NE	05	11 S	80 W	6
A-1	NW	05	11 S	80 W	6
A-1	SE	05	11 S	80 W	6
A-1	SW	05	11 S	80 W	6
A-1	SE	06	11 S	80 W	6
A-1	SW	06	11 S	80 W	6
A-1	NE	07	11 S	80 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NW	07	11 S	80 W	6
A-1	SE	07	11 S	80 W	6
A-1	SW	07	11 S	80 W	6
A-1	NE	08	11 S	80 W	6
A-1	NW	08	11 S	80 W	6
A-1	SE	08	11 S	80 W	6
A-1	SW	08	11 S	80 W	6
A-1	NE	09	11 S	80 W	6
A-1	NW	09	11 S	80 W	6
A-1	SE	09	11 S	80 W	6
A-1	SW	09	11 S	80 W	6
A-1	NE	10	11 S	80 W	6
A-1	NW	10	11 S	80 W	6
A-1	SE	10	11 S	80 W	6
A-1	SW	10	11 S	80 W	6
A-1	NE	11	11 S	80 W	6
A-1	NW	11	11 S	80 W	6
A-1	SE	11	11 S	80 W	6
A-1	SW	11	11 S	80 W	6
A-1	NE	12	11 S	80 W	6
A-1	NW	12	11 S	80 W	6
A-1	SE	12	11 S	80 W	6
A-1	SW	12	11 S	80 W	6
A-1	NE	13	11 S	80 W	6
A-1	NW	13	11 S	80 W	6
A-1	SE	13	11 S	80 W	6
A-1	SW	13	11 S	80 W	6
A-1	NE	14	11 S	80 W	6
A-1	NW	14	11 S	80 W	6
A-1	SE	14	11 S	80 W	6
A-1	SW	14	11 S	80 W	6
A-1	NE	15	11 S	80 W	6
A-1	NW	15	11 S	80 W	6
A-1	SE	15	11 S	80 W	6
A-1	SW	15	11 S	80 W	6
A-1	NE	16	11 S	80 W	6
A-1	NW	16	11 S	80 W	6
A-1	SE	16	11 S	80 W	6
A-1	SW	16	11 S	80 W	6
A-1	NE	17	11 S	80 W	6
A-1	NW	17	11 S	80 W	6
A-1	SE	17	11 S	80 W	6
A-1	SW	17	11 S	80 W	6
A-1	NE	18	11 S	80 W	6
A-1	NW	18	11 S	80 W	6
A-1	SE	18	11 S	80 W	6
A-1	SW	18	11 S	80 W	6
A-1	NE	19	11 S	80 W	6
A-1	NW	19	11 S	80 W	6
A-1	SE	19	11 S	80 W	6
A-1	SW	19	11 S	80 W	6
A-1	NE	20	11 S	80 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NW	20	11 S	80 W	6
A-1	SE	20	11 S	80 W	6
A-1	SW	20	11 S	80 W	6
A-1	NE	21	11 S	80 W	6
A-1	NW	21	11 S	80 W	6
A-1	SE	21	11 S	80 W	6
A-1	SW	21	11 S	80 W	6
A-1	NE	22	11 S	80 W	6
A-1	NW	22	11 S	80 W	6
A-1	SE	22	11 S	80 W	6
A-1	SW	22	11 S	80 W	6
A-1	NE	23	11 S	80 W	6
A-1	NW	23	11 S	80 W	6
A-1	SE	23	11 S	80 W	6
A-1	SW	23	11 S	80 W	6
A-1	NE	24	11 S	80 W	6
A-1	NW	24	11 S	80 W	6
A-1	SE	24	11 S	80 W	6
A-1	SW	24	11 S	80 W	6
A-1	NE	25	11 S	80 W	6
A-1	NW	25	11 S	80 W	6
A-1	SE	25	11 S	80 W	6
A-1	SW	25	11 S	80 W	6
A-1	NE	26	11 S	80 W	6
A-1	NW	26	11 S	80 W	6
A-1	SE	26	11 S	80 W	6
A-1	SW	26	11 S	80 W	6
A-1	NE	27	11 S	80 W	6
A-1	NW	27	11 S	80 W	6
A-1	SE	27	11 S	80 W	6
A-1	SW	27	11 S	80 W	6
A-1	NE	28	11 S	80 W	6
A-1	NW	28	11 S	80 W	6
A-1	SE	28	11 S	80 W	6
A-1	SW	28	11 S	80 W	6
A-1	NE	29	11 S	80 W	6
A-1	NW	29	11 S	80 W	6
A-1	SE	29	11 S	80 W	6
A-1	SW	29	11 S	80 W	6
A-1	NE	30	11 S	80 W	6
A-1	NW	30	11 S	80 W	6
A-1	SE	30	11 S	80 W	6
A-1	NE	31	11 S	80 W	6
A-1	NW	32	11 S	80 W	6
A-1	NE	34	11 S	80 W	6
A-1	NE	35	11 S	80 W	6
A-1	NW	35	11 S	80 W	6
A-1	NE	36	11 S	80 W	6
A-1	NW	36	11 S	80 W	6
A-1	SE	01	11 S	81 W	6
A-1	SE	11	11 S	81 W	6
A-1	SW	11	11 S	81 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-1	NE	12	11 S	81 W	6
A-1	SE	12	11 S	81 W	6
A-1	SW	12	11 S	81 W	6
A-1	NE	13	11 S	81 W	6
A-1	NW	13	11 S	81 W	6
A-1	SE	13	11 S	81 W	6
A-1	SW	13	11 S	81 W	6
A-1	NE	14	11 S	81 W	6
A-1	NW	14	11 S	81 W	6
A-1	SE	14	11 S	81 W	6
A-1	SW	14	11 S	81 W	6
A-1	NE	15	11 S	81 W	6
A-1	NE	24	11 S	81 W	6
A-2	SE	35	08 S	81 W	6
A-2	SE	07	09 S	80 W	6
A-2	SW	07	09 S	80 W	6
A-2	SE	08	09 S	80 W	6
A-2	SW	08	09 S	80 W	6
A-2	NE	17	09 S	80 W	6
A-2	NW	17	09 S	80 W	6
A-2	SE	17	09 S	80 W	6
A-2	SW	17	09 S	80 W	6
A-2	NE	18	09 S	80 W	6
A-2	NW	18	09 S	80 W	6
A-2	SE	18	09 S	80 W	6
A-2	SW	18	09 S	80 W	6
A-2	NE	19	09 S	80 W	6
A-2	NW	19	09 S	80 W	6
A-2	SE	19	09 S	80 W	6
A-2	SW	19	09 S	80 W	6
A-2	NE	20	09 S	80 W	6
A-2	NW	20	09 S	80 W	6
A-2	SW	20	09 S	80 W	6
A-2	NW	29	09 S	80 W	6
A-2	SW	29	09 S	80 W	6
A-2	NE	30	09 S	80 W	6
A-2	NW	30	09 S	80 W	6
A-2	SE	30	09 S	80 W	6
A-2	SW	30	09 S	80 W	6
A-2	NE	31	09 S	80 W	6
A-2	NW	31	09 S	80 W	6
A-2	SE	31	09 S	80 W	6
A-2	SW	31	09 S	80 W	6
A-2	NW	32	09 S	80 W	6
A-2	SW	32	09 S	80 W	6
A-2	NW	01	09 S	81 W	6
A-2	NW	01	09 S	81 W	6
A-2	SE	01	09 S	81 W	6
A-2	SE	01	09 S	81 W	6
A-2	SW	01	09 S	81 W	6
A-2	SW	01	09 S	81 W	6
A-2	NE	02	09 S	81 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-2	SE	02	09 S	81 W	6
A-2	SE	02	09 S	81 W	6
A-2	SW	02	09 S	81 W	6
A-2	SE	03	09 S	81 W	6
A-2	SE	09	09 S	81 W	6
A-2	SW	09	09 S	81 W	6
A-2	NE	10	09 S	81 W	6
A-2	NW	10	09 S	81 W	6
A-2	SE	10	09 S	81 W	6
A-2	SW	10	09 S	81 W	6
A-2	NE	11	09 S	81 W	6
A-2	NW	11	09 S	81 W	6
A-2	SE	11	09 S	81 W	6
A-2	SW	11	09 S	81 W	6
A-2	NE	12	09 S	81 W	6
A-2	NW	12	09 S	81 W	6
A-2	SE	12	09 S	81 W	6
A-2	SW	12	09 S	81 W	6
A-2	NE	13	09 S	81 W	6
A-2	NW	13	09 S	81 W	6
A-2	SE	13	09 S	81 W	6
A-2	SW	13	09 S	81 W	6
A-2	NE	14	09 S	81 W	6
A-2	NW	14	09 S	81 W	6
A-2	SE	14	09 S	81 W	6
A-2	SW	14	09 S	81 W	6
A-2	NE	15	09 S	81 W	6
A-2	NW	15	09 S	81 W	6
A-2	SE	15	09 S	81 W	6
A-2	SW	15	09 S	81 W	6
A-2	NE	16	09 S	81 W	6
A-2	NW	16	09 S	81 W	6
A-2	SE	16	09 S	81 W	6
A-2	SW	16	09 S	81 W	6
A-2	NE	17	09 S	81 W	6
A-2	SE	17	09 S	81 W	6
A-2	SW	17	09 S	81 W	6
A-2	NE	18	09 S	81 W	6
A-2	NW	18	09 S	81 W	6
A-2	SE	18	09 S	81 W	6
A-2	SW	18	09 S	81 W	6
A-2	NE	19	09 S	81 W	6
A-2	NW	19	09 S	81 W	6
A-2	SE	19	09 S	81 W	6
A-2	SW	19	09 S	81 W	6
A-2	NE	20	09 S	81 W	6
A-2	NW	20	09 S	81 W	6
A-2	SE	20	09 S	81 W	6
A-2	SW	20	09 S	81 W	6
A-2	NE	21	09 S	81 W	6
A-2	NW	21	09 S	81 W	6
A-2	SW	21	09 S	81 W	6

Exhibit D
Area A
List of Quarter Sections Partially or Completely Contained by Area A

Area	Quarter	Section	Township	Range	PM
A-2	NE	22	09 S	81 W	6
A-2	NW	22	09 S	81 W	6
A-2	SE	22	09 S	81 W	6
A-2	NE	23	09 S	81 W	6
A-2	NE	23	09 S	81 W	6
A-2	NW	23	09 S	81 W	6
A-2	NW	23	09 S	81 W	6
A-2	SE	23	09 S	81 W	6
A-2	SE	23	09 S	81 W	6
A-2	SW	23	09 S	81 W	6
A-2	NE	24	09 S	81 W	6
A-2	NW	24	09 S	81 W	6
A-2	SE	24	09 S	81 W	6
A-2	SW	24	09 S	81 W	6
A-2	NE	25	09 S	81 W	6
A-2	NW	25	09 S	81 W	6
A-2	SE	25	09 S	81 W	6
A-2	SW	25	09 S	81 W	6
A-2	NE	26	09 S	81 W	6
A-2	NE	26	09 S	81 W	6
A-2	NW	26	09 S	81 W	6
A-2	SE	26	09 S	81 W	6
A-2	NE	27	09 S	81 W	6
A-2	NE	36	09 S	81 W	6
A-2	NW	36	09 S	81 W	6
A-2	SE	36	09 S	81 W	6
A-2	NW	05	10 S	80 W	6
A-2	SE	05	10 S	80 W	6
A-2	SW	05	10 S	80 W	6
A-2	NE	06	10 S	80 W	6
A-2	NW	06	10 S	80 W	6
A-2	SE	06	10 S	80 W	6
A-2	SW	06	10 S	80 W	6
A-2	NE	07	10 S	80 W	6
A-2	NW	07	10 S	80 W	6
A-2	SW	07	10 S	80 W	6
A-2	NE	01	10 S	81 W	6
A-2	NW	01	10 S	81 W	6
A-2	SE	01	10 S	81 W	6
A-2	SW	01	10 S	81 W	6
A-2	NE	11	10 S	81 W	6
A-2	NE	12	10 S	81 W	6
A-2	NW	12	10 S	81 W	6
A-2	SE	12	10 S	81 W	6
A-2	SW	12	10 S	81 W	6
A-2	NE	13	10 S	81 W	6
A-2	NW	13	10 S	81 W	6

EXHIBIT E

98CW173 Storage Exchanges

Description	Location Lower Terminus	NAD 83 Zone 13 UTM Coordinates	Location Upper Terminus	NAD 83 Zone 13 UTM Coordinates	Appropriation Date		Rate --(cfs)		Volume --(acre ft)	
					Absolute	Conditional	Absolute	Conditional	Absolute	Conditional
Division 5 COA Sources to Box Creek Reservoir Exchange	The confluence of Lake Creek with the Arkansas River located in the NE1/4 of the SE1/4 of Section 24, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24.	X = 389194.4 Y = 4326186.2	The dam centerline of Box Creek Reservoir to be located in the NW 1/4 of the NE 1/4 of Section 4, T. 11 S, R. 80 W, of the 6th P.M. The upstream terminus is approximately 2,130 feet from the east line and 210 feet from the north section line of Section 4.	X = 384353.3 Y = 4331826.7	1/31/2012			5.0		158.03
Division 5 COA Sources to Hayden Meadows Recreation Pond Exchange	The confluence of Lake Creek with the Arkansas River located in the NE1/4 of the SE1/4 of Section 24, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24.	X = 389194.4 Y = 4326186.2	The Upper River Ditch headgate located in the NE 1/4 of the SE 1/4 of Section 16, T. 10 S, R. 80 W, of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16.	X = 384983.69 Y = 4337246.82	1/31/2012			3.0		158.03
Division 5 COA Sources to Birdseye Gulch Exchange	The confluence of Lake Creek with the Arkansas River located in the NE1/4 of the SE1/4 of Section 24, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24.	X = 389194.4 Y = 4326186.2	The reservoir fill ditch located on Birdseye Gulch located in the NE1/4 SE1/4 of Section 33, T. 8 S, R. 79 W, of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33.	X = 394485.00 Y = 4351753.00	1/31/2012			2.2		158.03
Box Creek Reservoir to Hayden Meadows Recreation Pond Exchange	The confluence of Box Creek with the Arkansas River located in the NW1/4 of the SE1/4 of Section 11, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approx. 1,671 feet from the east line and 2,357 feet from the south line of Section 11.	X = 387709.0 Y = 4329392.0	The Upper River Ditch headgate located in the NE 1/4 of the SE 1/4 of Section 16, T. 10 S, R. 80 W, of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16.	X = 384983.69 Y = 4337246.82	1/31/2012			3.0		158.03
Box Creek Reservoir to Birdseye Gulch Exchange	The confluence of Box Creek with the Arkansas River located in the NW1/4 of the SE1/4 of Section 11, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approx. 1,671 feet from the east line and 2,357 feet from the south line of Section 11.	X = 387709.0 Y = 4329392.0	A reservoir fill ditch located on Birdseye Gulch in the NE 1/4 of the SE 1/4 of Section 33, T. 8 S, R. 79 W, of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33.	X = 394485.00 Y = 4351753.00	1/31/2012			2.2		158.03
Derry Ditch No. 3 to Hayden Meadows Recreation Pond Exchange	The confluence of Lake Creek with the Arkansas River located in the NE1/4 of the SE1/4 of Section 24, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24.	X = 389194.4 Y = 4326186.2	The Upper River Ditch headgate located in the NE 1/4 of the SE 1/4 of Section 16, T. 10 S, R. 80 W, of the 6th P.M. The upstream terminus is located approximately 790 feet from the east line and 1,850 feet from the south line of Section 16.	X = 384983.69 Y = 4337246.82	1/31/2012			3.0		158.03
Derry Ditch No. 3 to Birdseye Gulch Exchange	The confluence of Lake Creek with the Arkansas River located in the NE1/4 of the SE1/4 of Section 24, T. 11 S, R. 80 W, of the 6th P.M. The downstream terminus is located approximately 1,905 feet from the east line and 2,516 feet from the south line of Section 24.	X = 389194.4 Y = 4326186.2	A reservoir fill ditch located on Birdseye Gulch in the NE 1/4 of the SE 1/4 of Section 33, T. 8 S, R. 79 W, of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33.	X = 394485.00 Y = 4351753.00	1/31/2012			2.2		158.03
Hayden Meadows Recreation Pond to Birdseye Gulch Reservoir Exchange	The confluence of the Hayden Meadows Recreation Pond outlet channel and the Arkansas River located in the SE1/4 of the NW1/4 of Section 22, T. 10 S, R. 80 W, of the 6th P.M. The downstream terminus is located approx. 1,920 feet from the west line and 1,990 feet from the north line of Section 22.	X = 385798.6 Y = 4336058.13	A reservoir fill ditch located on Birdseye Gulch in the NE 1/4 of the SE 1/4 of Section 33, T. 8 S, R. 79 W, of the 6th P.M. The upstream terminus is located approximately 2,920 feet from the west line and 1,700 feet from the south line of Section 33.	X = 394485.00 Y = 4351753.00	1/31/2012			2.2		158.03

EXHIBIT E

98CW173 Area A-1 River Exchanges

Lower Terminus	Description	Location Upper Terminus	NAD 83 Zone 13 UTM Coordinates	Appropriation Date		Rate --(cfs)		Volume --(acre ft)	
				Absolute	Conditional	Absolute	Conditional	Absolute	Conditional
<p>Downstream Terminus: Confluence of Spring Creek and Arkansas River</p> <p>The downstream terminus is located in the NE ¼ of Section 25, Township 11 South, Range 80 West of the 6th Principal Meridian approximately 814 feet from the east line and 771 feet from the north line of Section 25. UTM(x)=389529.22, UTM(y)=4325181.00</p>	Spring Creek (South of Sawmill Gulch)	Upper Termini – All areas tributary to Spring Creek	X = 393065.55 Y = 4328822.66	1/31/2012			2.0		158.03
	Holmes Gulch	Upper Termini – All areas tributary to Holmes Gulch	X = 392806.94 Y = 4329898.76	1/31/2012			2.0		158.03
	Spring Creek (North of Sawmill Gulch)	Upper Termini – All areas tributary to Spring Creek, including Brush Creek	X = 391578.51 Y = 4334977.87	1/31/2012				2.0	158.03
	Empire Gulch	Upper Terminus – All areas tributary to Empire Gulch below the Empire Creek Ditch (Moyer Headgate – See 97CW63) in the NE ¼ of SW ¼ of Section 14, Township 10 South, Range 80 West of the 6 th P.M.	X = 387609.48 Y = 4337514.33	1/31/2012				2.0	158.03
	Iowa Gulch	Upper Terminus – All areas tributary to Iowa Gulch below the AASARCO Iowa Gulch Pumping Station in the E ½ of the unsurveyed Section 33, Township 9 South, Range 79 West of the 6 th P.M.	X = 394353.77 Y = 4342364.88	1/31/2012				2.0	158.03
	California Gulch	Upper Terminus – All areas tributary to California Gulch excluding the Parkville Water District service area.	X = 394167.57 Y = 4343532.43	1/31/2012				2.0	158.03
	Box Creek	Upper Termini – All areas tributary to Box Creek below the Derry No. 2 Headgate in the NE ¼ of the SW ¼ of Section 5, Township 11 South, Range 80 West of the 6 th P.M.	X = 383227.00 Y = 4331940.00	1/31/2012				2.0	158.03
	Lake Creek	Upper Terminus – All areas tributary to Lake Creek downstream of the intersection of Lake Creek with the western boundary of Range 80 W located in Government Lot 4 (SW ¼) of Section 19, Township 11 South, Range 80 West of the 6 th P.M.	X = 380082.00 Y = 4325843.68	1/31/2012				2.0	158.03
	Arkansas River	Upper Termini – East Fork of the Arkansas confluence with Tennessee Ck.	X = 384126.5 Y = 4346421.0	1/31/2012				2.0	158.03

EXHIBIT E

98CW173 Area A-2 River Exchanges

Lower Terminus		Description	Location		Appropriation Date	Rate --(cfs)		Volume --(acre ft)	
Downstream Terminus: the confluence of Lake Creek with the Arkansas River. NE 1/4 of the SE 1/4 of Section 24, T. 11 S., R. 80 W. of the 6th P.M. The downstream terminus is located approximately 3,310 feet from the west line and 2,820 from the north line of Section 24. UTM(x)=389194.40, UTM(y)=4326186.17			Upper Terminus	NAD 83 Zone 13 UTM Coordinates		Absolute	Conditional	Absolute	Conditional
Willow Creek		All areas tributary to Willow Creek, excluding any wilderness areas, downstream of Willow Creek Ditch headgate located in the NE1/4 of Section 21, Township 10 South, Range 81 West of the 6th P.M.	X = 379517.18 Y = 4339274.84	1/31/2012		0.5		158.03	
North Willow Creek		All areas tributary to North Willow Creek, excluding any wilderness areas, downstream of the west line of SW 1/4, of Section 1, Township 10 South, Range 81 West of the 6th P.M.	X = 378796.72 Y = 4339987.73	1/31/2012		0.5		158.03	
Hunt Gulch		All areas tributary of Hunt Gulch, excluding any wilderness areas or National Fish Hatchery Lands, downstream of the west line of the SW 1/4 of Section 25, Township 9 South, Range 81 West of the 6th P.M.	X = 378869.52 Y = 4343497.26	1/31/2012		0.5		158.03	
Colorado Gulch		All areas tributary to Colorado Gulch, excluding any wilderness areas.	X = 377188.01 Y = 4344855.33	1/31/2012		0.5		158.03	
Strawberry Gulch		All areas tributary to Strawberry Gulch, excluding any wilderness areas.	X = 379494.50 Y = 4345883.00	1/31/2012		0.5		158.03	
Sugarloaf Gulch		All areas tributary to Sugarloaf Gulch, excluding any wilderness areas.	X = 379208.50 Y = 4346389.00	1/31/2012		0.5		158.03	
Bartlett Gulch		All areas tributary to Bartlett Gulch, excluding any wilderness areas.	X = 379454.56 Y = 4346455.00	1/31/2012		0.5		158.03	
Lake Fork		All A-2 areas tributary to Lake Fork, excluding any wilderness areas.	X = 376294.13 Y = 4348547.50	1/31/2012		0.5		158.03	

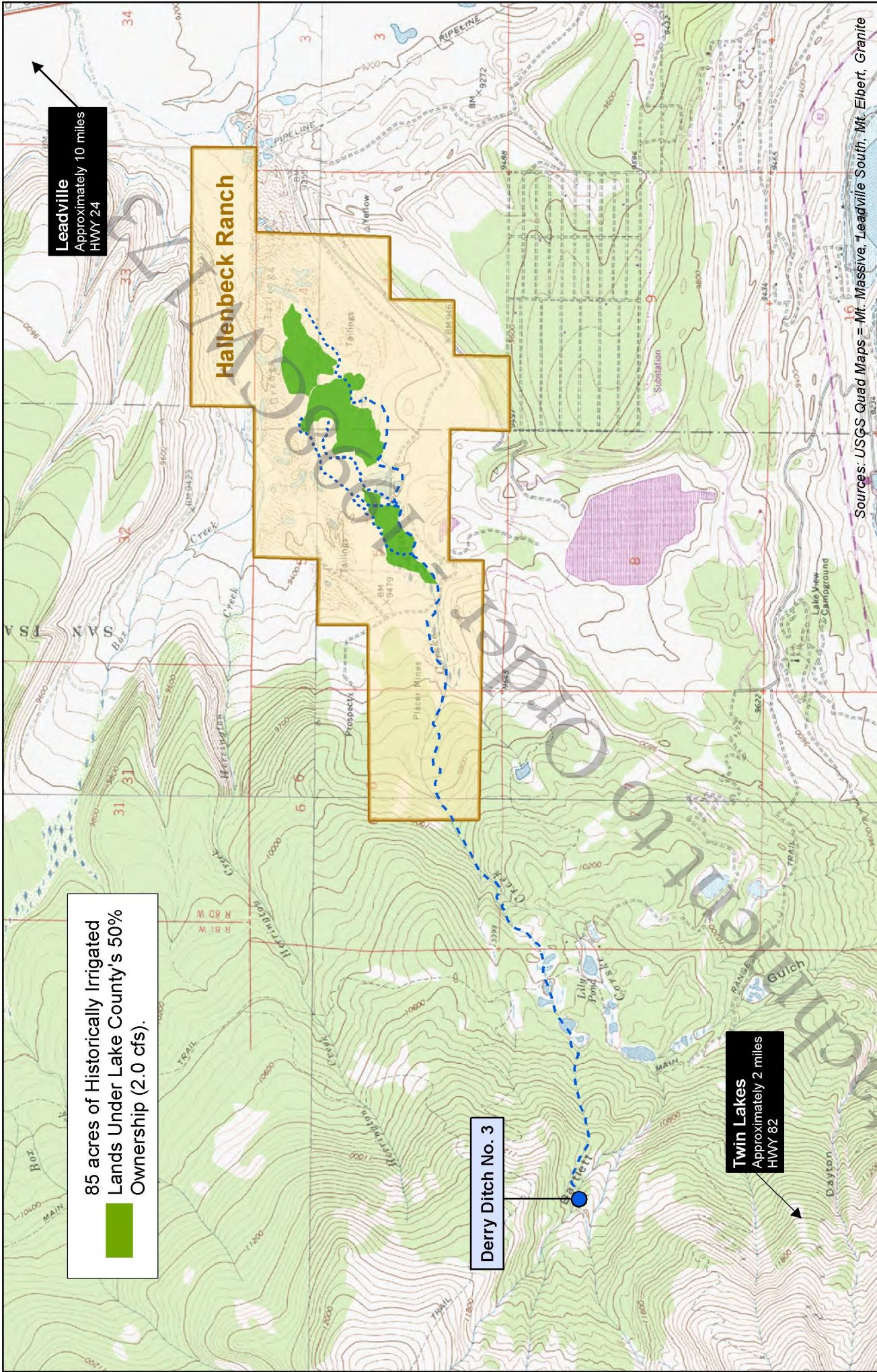


Exhibit F
Location Map of Derry Ditch No. 3, Hallenbeck Ranch, and Historically Irrigated Lands.
Case No. 98CW173 (HCU Analysis Derry Ditch No. 3)

Month	Lake County Delivery (acre-feet)	Augmentation Station Delivery Rate (cfs)	Duration of Delivery (days)
May	9.52	2.00	3
June	34.47	2.00	9
July	34.74	2.00	9
Aug	32.04	2.00	9
Sep	19.25	2.00	5
Oct	6.05	2.00	2
Total	136.07	-	37