Colorado Water Conservation Board

Stapleton Brothers Ditch Acquisition

Preliminary Documents and Prehearing Statements
for
November 16, 2009 Hearing

Colorado Water Conservation Board
Department of Natural Resources

2009

Colorado Water Conservation Board
Stapleton Brothers Ditch Acquisition
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Tab 1

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February 17, 2009

Board of Directors,
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Department of Natural Resources
1313 Sherman Street, Room 721
Denver, CO 80203

Attention: Lisa Barr
Lisa.Barr@state.co.us

Re: Roaring Fork River Basin Proposed Water Acquisition

Ladies and Gentlemen:

We represent the Starwood Metropolitan District, a metropolitan district located near Aspen, Colorado formed under the Special District Act ("Starwood"). Starwood hereby gives notice of its request for a hearing, pursuant to ISF Rule 6i.(4) regarding the Roaring Fork River Basin Proposed Water Acquisition, Agenda Item No. 15, considered by the Colorado Water Conservation Board at its meeting held January 28, 2009.

Before explaining the reason for the Starwood's request, we would like to provide some background information about our client. Starwood Metropolitan District is a metropolitan district formed under the Special District Act to provide various municipal services to constituents in the Roaring Fork Valley. (*See* C.R.S. § 32-1-101 *et seq.*). Starwood's municipal boundaries currently encompass 125 lots near Aspen, Colorado. Its aggregate water use amounts to approximately 115 acre-feet of annual diversions. Starwood provides water service to the owners of these lots. This service includes the acquisition of sufficiently senior water rights and the legal protection of those water rights.

In this regard, Starwood has accumulated various water rights decrees to satisfy its municipal demands and protect its constituents against a call in a dry year scenario. Keenly relevant to this discussion is Starwood's recent acquisition of a portion of the Stapleton Brothers' water rights—the very same water right the Board is considering acquiring. Starwood's acquisition was specifically intended to protect its constituents in the event of a compact call. Starwood recently filed an application for a change of the Stapleton Brothers' water rights to effectuate this protection. However, the CWCB's acquisition of a larger portion of the same water right may adversely impact the balance of the water right, which would affect Starwood's constituents and other citizens of Colorado.

Starwood therefore requests that the Board hold a hearing on this proposed acquisition. Pursuant to ISF Rule 6i.(4), below is a brief statement, with as much specificity as possible, of the reasons for Starwood's request.

1. Starwood recently acquired a significant portion of the Stapleton Brothers water right and must prosecute its own change case. Starwood's primary concern with the CWCB's proposed acquisition and imminent adjudication of a change is that any concession the CWCB may grant through negotiations could negatively impact the entire water right, including the portion held by Starwood.

2. In speaking with CWCB staff, and also with office of the Division Engineer, Water Division No. 5, it is Starwood's understanding that the two agencies have not yet determined the appropriate means for administering the Stapleton Brothers' rights for in-stream uses. Starwood would like an opportunity to provide input on this subject.

3. The proposed acquisition is, to Starwood's knowledge, the first acquisition that the Board has considered since the passage of H.B. 08-1280, and the newly promulgated ISF Rules adopted subsequent to this statutory change. It is appropriate that the Board consider the interests and concerns of Starwood, and any other parties, in implementing this new mechanism for the first time. Starwood is well positioned to participate in this regard.

4. The proposed acquisition may potentially injure utilization of Colorado water rights under its interstate compact entitlement. The Stapleton Brothers' water rights are compact-protected and originate in an area of the Roaring Fork River in which there are limited physical supplies for the public. A proposed acquisition will prevent consumptive use of this supply above the confluence of the Roaring Fork River and Fryingpan River. The existence and operation of Ruedi Reservoir, a compact-junior component of the Fryingpan-Arkansas Project on the Fryingpan River, provides a readily available supply of water in the Roaring Fork

River below the confluence with the Fryingpan River. Presently, a year-round Ruedi contract supply can be obtained for a few hundred dollars per acre foot; the present asking price for the seasonal Stapleton Brothers' consumptive-use credits is $12,000 per acre foot. The proposed acquisition and change, then, appears to create the likelihood of under utilization of a compact-protected senior water right and increased utilization of a compact-junior water right.

5. In consideration of the geographical conditions discussed in paragraph 4 above, the proposed acquisition creates a risk of under-utilization of waters of the State of Colorado. Because a year-round water supply is readily available from Ruedi Reservoir, the quantified Stapleton Brothers' Ditch historical consumptive use credits are likely to go unused below the confluence of the Roaring Fork River and the Fryingpan River.

6. The reach of the proposed acquisition is influenced by return flow from historically irrigated lands. The existing 85CW646 ISF right was probably appropriated on some of the historical irrigation return flows of the Stapleton Brothers' water right. The Board should consider the extent to which the removal of the Stapleton Brothers' rights from irrigation use have impacted existing conditions in the proposed reach, and take those changed circumstances into account.

7. The use of the Stapleton Brothers' rights for instream purposes may impact the operation of Green Mountain Reservoir in a manner that is injurious to Starwood and other Colorado River water users in western Colorado in general.

Starwood wishes to thank the Board for its service on behalf of the citizens of the State of Colorado, and looks forward to having an opportunity to present information and engage in a constructive process regarding this important acquisition.

Very truly yours,

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cc Via Email:
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February 16, 2009

Board of Directors,
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Denver, CO 80203

Attention: Lisa Barr
Lisa.barr@state.co.us

Re: Roaring Fork River Basin Proposed Water Acquisition

Ladies and Gentlemen:

We represent the Basalt Water Conservancy District, a public authority of the State of Colorado formed under Colorado Revised Statute § 37-45-101, et seq. The District hereby gives notice of its request for a hearing, pursuant to ISF Rule 6i.(4) regarding the Roaring Fork River Basin Proposed Water Acquisition, Agenda Item No. 15, considered by the Colorado Water Conservation Board at its meeting held January 28, 2009.

Before explaining the reason for the District's request, we would like to provide some background information about our client. The District was formed under the Water Conservancy Act of the State of Colorado by decree of the Garfield County District Court in C.A. 5593 on April 24, 1964. Its statutory purpose is to conserve, develop and stabilize supplies of water for domestic, irrigation, manufacturing, and other beneficial uses within those parts of Eagle, Garfield, and Pitkin counties included

within its boundaries. The District is divided into seven divisions from which are appointed a total of eight directors who constitute the District's Board of Directors.

The District holds various water rights decrees as a result of adjudications in connection with the Basalt Project. The principle feature of Basalt Project is Ruedi Reservoir constructed by the United States Bureau of Reclamation on the Fryingpan River above Basalt, Colorado. The District holds contracts for storage rights in Ruedi Reservoir and Green Mountain Reservoir, as well as direct flow rights, which it uses to secure dependable water supplies for water users within the District's boundaries.

The District enters into contracts with individual users on an ongoing basis. The contracts are organized into two geographic categories, either Area A or Area B. Area A encompasses those regions that are located near the Fryingpan or Roaring Fork Rivers, or on tributary creeks, where use of the District's water rights for diversion at an alternate point or through augmentation is sufficient to satisfy the requirements of all senior downstream water rights. Area B encompasses those locations where intervening senior water rights exist between the point of diversion of the District contractee and the point at which the District water is made available for use by the contractee.

The District has historically operated a temporary augmentation plan, pursuant to the State Engineer's approval of a temporary substitute water supply plan, for qualifying Area A contractees pending the adjudication of final plans for augmentation approving those contractees' diversions. In contrast, Area B contractees must obtain an individual plan for augmentation approved by the water court in order to benefit from the District's water rights; the District does not operate a temporary augmentation plan or substitute water supply plan for Area B contractees.

The District requests that the Board hold a hearing on this matter for the following reasons:

1. The District is a statutory entity of the State of Colorado, which is charged with conserving water resources of the State of Colorado for their greatest beneficial use within the state for the public benefit. The proposed acquisition involves a water resource within the District's service Area A, and is of importance and interest to the District's constituents.

2. The proposed acquisition is, to the District's knowledge, the first acquisition that the Board has considered since the passage of H.B. 08-1280, and the

newly promulgated ISF Rules adopted subsequent to this statutory change. It is appropriate that the Board consider the interests and concerns of the District, and any other parties, in implementing this new mechanism for the first time. The District is well positioned to participate in this regard.

3. This proposed acquisition will be made under a revocable trust arrangement that is, subject to a five-year requirement, indefinite in term. Implementation of the proposed trust arrangement will require significant outlay of public funds (by both the trustee and the beneficiary) and may itself require several years to conclude. The Board should give specific consideration to the relative benefits and costs of this particular arrangement, and the possibility that the trust may terminate shortly after the loan is implemented.

4. The Board has an existing ISF within the subject reach, Case No. 85CW646. CWCB staff advises that this acquisition will be proposed to be stacked with the existing right. The District wants an opportunity to present information to the Board regarding the appropriateness of stacking this acquisition, rather than simply using it to firm up the existing instream flow right, and to speak to the relative benefits of each.

5. The staff memorandum for Agenda Item No. 15, paragraph 11, does not adequately evaluate other existing water rights within the reach of this proposed acquisition. The District, and many of its constituents (including Pitkin County), rely on District water rights that are within this reach and may be potentially injured by this proposed acquisition. The District wants to provide information to the Board regarding these risks.

6. The materials considered by the Board at its January 28th meeting do not adequately identify the natural environment to the preserved or improved by this proposed acquisition. At a minimum, an evaluation of the adequacy of the existing 85CW646 ISF would seem appropriate. Thereafter, specific findings should be made, after consideration of relevant evidence, regarding the ability of this proposed acquisition to improve this natural environment to a reasonable degree. The District would like an opportunity to provide evidence and testimony on this subject.

7. The proposed acquisition may potentially injure utilization of Colorado water rights under its interstate compact entitlement. The Stapleton Brothers' water rights are compact-protected and originate in an area of the Roaring Fork River in which there are limited physical supplies for the public. A proposed acquisition will prevent

consumptive use of this supply above the confluence of the Roaring Fork River and Fryingpan River. The existence and operation of Ruedi Reservoir, a compact-junior component of the Fryingpan-Arkansas Project on the Fryingpan River, provides a readily available supply of water in the Roaring Fork River below the confluence with the Fryingpan River. Presently, a year-round Ruedi contract supply can be obtained for a few hundred dollars per acre foot; the present asking price for the seasonal Stapleton Brothers' consumptive-use credits is $12,000 per acre foot. The proposed acquisition and change, then, appears to create the likelihood of under utilization of a compact-protected senior water right and increased utilization of a compact-junior water right.

8. In consideration of the geographical conditions discussed in paragraph 7 above, the proposed acquisition creates a risk of under-utilization of waters of the State of Colorado. Because a year-round water supply is readily available from Ruedi Reservoir, the quantified Stapleton Brothers' Ditch historical consumptive use credits are likely to go unused below the confluence of the Roaring Fork River and the Fryingpan River.

9. The reach of the proposed acquisition is influenced by return flow from historically-irrigated lands. The existing 85CW646 ISF right was probably appropriated on some of the historical irrigation return flows of the Stapleton Brothers' water right. The Board should consider the extent to which the removal of the Stapleton Brothers' rights from irrigation use have impacted existing conditions in the proposed reach, and take those changed circumstances into account.

11. The use of the Stapleton Brothers' rights for instream purposes may impact the operation of Green Mountain Reservoir in a manner that is injurious to the District and other Colorado River water users in western Colorado in general.

12. In speaking with CWCB staff, and also with office of the Division Engineer, Water Division No. 5, it is the District's understanding that the two agencies have not yet determined the appropriate means for administering the Stapleton Brothers' rights for in-stream uses. The District would like an opportunity to provide input on this subject.

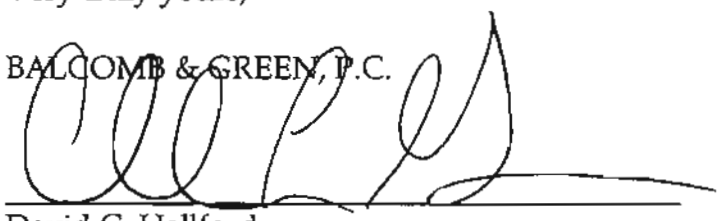
11. Finally, the District believes it is a more efficient use of public resources to resolve these issues before the water rights are placed into the judicial process. It is the District's understanding that the CWCB is comfortable working out these questions in the water court, but the District believes that it would improve the CWCB's application

to the water court to have had a full opportunity to consider these questions through a hearing process in advance of filing an application.

The District wishes to thank the Board for its service on behalf of the citizens of the State of Colorado, and looks forward to having an opportunity to present information and engage in a constructive process regarding this important acquisition.

Very truly yours,

BALCOMB & GREEN, P.C.



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July 8, 2009

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203 *Via Email*

RE: Notice of party status of Roaring Fork Land and Cattle Co. and Willow Creek Ditch and Herrick Ditch Company for November 17 or 18 hearing on proposed Colorado Water Conservation Board acquisition of Stapleton Brothers Ditch from Pitkin County (our file #819B and 507A)

Dear Casey:

This firm represents Roaring Fork Land and Cattle Co. ("Roaring Fork") and Willow Creek Ditch and Herrick Ditch Company ("Willow Creek Ditch Co.") in water matters. Please accept this letter as notice of party status for these parties at the above hearing. Roaring Fork and Willow Creek Ditch Co. request party status at the November, 2009 hearing for the following reasons:

1. Roaring Fork and Willow Creek Ditch Co. own water rights decreed on Maroon Creek located upstream of the Stapleton Brothers Ditch headgate. These water rights are both senior and junior to the Stapleton Brothers Ditch rights. Without proper terms and conditions, use of the acquired water for instream flow purposes could result in injury to these parties' existing Maroon Creek water rights.

2. To our knowledge, there has never been a water right call on Maroon Creek, including for the existing 14 c.f.s. instream flow water right. Available stream gage records show that the existing instream flow water right has always been met. As such, Roaring Fork and Willow Creek Ditch Co. question whether the proposed loaned water is needed and whether the acquired water would preserve or improve the natural environment to a reasonable degree. *See* Instream Flow Rule 6(f).

3. The Board's ability to enforce the acquired water right is questionable. Flows in Maroon Creek at the Stapleton Brothers Ditch headgate never drop below 8 c.f.s. This is the reason the water right has never placed a call. Furthermore, by converting the right to instream flow use the right will lose its protection under the Green Mountain Reservoir historic users pool. Without such protection the right is rendered unenforceable during the only periods it may actually be needed- when the senior irrigation rights on the Colorado River near Grand Junction place a call.

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4. The CWCB's January 20th, 2009 staff memo states that water would be "stacked" on top of the existing instream flow decrees on Maroon Creek and the Roaring Fork River to increase the existing instream flow amounts by 4.3 c.f.s. This proposed use is unlawful. Furthermore, it must be clarified that the CWCB cannot enforce the proposed acquired water right if the existing instream flow decreed amounts are shorted. The CWCB could only enforce the proposed acquired water right if there is less than 8 c.f.s. at the Stapleton Brothers Ditch headgate.

5. The proposed trust agreement under which the CWCB will acquire the Stapleton Brothers Ditch water also requires the parties to seek approval of the CWCB to add over 30 other senior water rights owned by Pitkin County. In order to convert these rights to instream flow use, the irrigated land must be dried up. As such, use of the water rights for instream flow purposes comes with large public and environmental costs, the propriety of which has not even been mentioned to date. We question whether the CWCB should condone drying up a large amount of irrigated land in Pitkin County, and whether this is sound policy generally. We also feel that if the CWCB is going to back such a policy, the residents of Pitkin County should be provided with notice and an opportunity to provide input.

6. We also believe that there are legal issues associated with the proposed trust agreement that warrant further attention. The water rights that are proposed to be loaned to the CWCB were acquired by Pitkin County through legal mechanisms which require voter approval for such a transaction, and may be subject to TABOR. The CWCB should consider the political and other implications of circumventing the public approval and TABOR processes through use of a legal technicality (the trust agreement), in order to obtain the benefit of the loaned rights. Furthermore, we question whether designating the Board of County Commissioners as the proposed beneficiary of the trust is legally sound. The true "beneficiaries" are the residents of Pitkin County and Colorado generally, which may mean that the trust beneficiaries are not "sufficiently ascertainable". Roaring Fork and Willow Creek Ditch Co. suggest that the Board examine these issues further before moving forward, and perhaps seek an Attorney General's opinion.

Very truly yours,

PATRICK, MILLER & KROPF, P.C.
A Professional Corporation

By: Paul Noto

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Tab 4

COLORADO WATER CONSERVATION BOARD 1313 Sherman Street, Room 721 Denver, Colorado 80203	
CONCERNING THE PROPOSED INSTREAM FLOW ACQUISITION OF STAPLETON BROTHERS DITCH FOR MAROON CREEK AND THE ROARING FORK RIVER	
Amy Beatie Colorado Water Trust 1430 Larimer Street, Suite 300 Denver, Colorado 80202 Phone: (720) 570-2897 Email: abeatie@coloradowatertrust.org	Administrative Proceeding
COLORADO WATER TRUST'S NOTICE OF PARTY STATUS STAPLETON BROTHERS DITCH, WATER DIVISION NO. 5	

Pursuant to Rule 6m(5)(d) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program of the Colorado Water Conservation Board ("CWCB" or "Board"), the Colorado Water Trust ("CWT") hereby submits this Notice of Party Status.

Reasons for Obtaining Party Status

CWT's mission is to engage in and support voluntary efforts to restore and protect streamflows in the state of Colorado. These efforts include permanent acquisitions of water, leases of water, and physical solutions that achieve water conservation benefits. In Colorado, low streamflows present a serious and ongoing issue, and CWT commits considerable resources towards remedying this problem.

CWT often partners with the CWCB's Stream and Lake Protection Section and strongly supports the CWCB in its effort to preserve and improve the natural environment through the instream flow program. In addition to CWT's general interest in the CWCB's instream flow program, CWT helped to initiate the transaction that is the subject of this hearing. In this proceeding, CWT will support the CWCB's acquisition of a long-term loan of water from Pitkin County for instream flow purposes in Maroon Creek and the Roaring Fork River.

Respectfully submitted this 10 th day of July, 2009.

Amy Beatie
Executive Director, Colorado Water Trust

Tab 5

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

NOTICE OF PARTY STATUS: BASALT WATER CONSERVANCY DISTRICT

Pursuant to ISF Rule 6m.(5)(d) and the Notice of Party Status, Prehearing Conference and Deadlines for Submissions issued by Casey Shpall, Hearing Officer on June 26th, 2009, the Basalt Water Conservancy District hereby submits its Notice of Party Status as follows:

1. Name and Mailing Address:

Basalt Water Conservancy District
PO Box 974
Glenwood Springs CO, 81602

2. Statement of Reasons for Party Status:

Basalt Water Conservancy District's reasons for desiring party status are set forth in its Request for Hearing dated February 16, 2009 and on file with the Colorado Water Conservation Board. Further, the District incorporates the reasons set forth in Starwood Metropolitan District's Notice of Party Status dated July 14, 2009 and its Request for Hearing dated February 17, 2009 and the Roaring Fork Land and Cattle Co. and Willow Creek Ditch and Herrick Ditch Company Notice of Party Status dated July 8, 2009.

Dated this 14th day of July, 2009.

David C. Hallford, Esq.
Chris L. Geiger, Esq.
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
Phone: 970-945-6546
chrisg@balcombgreen.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Party Status: Basalt Water Conservancy District was served on this 14th day of July, 2009 upon the following via electronic mail.

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Ste. 200
Aspen, CO 81611
Via electronic mail: noto@waterlaw.com

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Via electronic mail: casey.shpall@state.co.us

Linda Bassi, Esq.
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, CO 80203
Via electronic mail: Linda.Bassi@state.co.us

Susan Schneider, Esq.
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Via electronic mail: Susan.Schneider@state.co.us

Board of County Commissioners for Pitkin County
C/o John Ely, Esq.
Courthouse Plaza
530 E. Main Street, 3rd Floor
Aspen, CO 81611
Via electronic mail: john.ely@co.pitkin.co.us

Sara M Adam

Tab 6

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

NOTICE OF PARTY STATUS: STARWOOD METROPOLITAN DISTRICT

Pursuant to ISF Rule 6m.(5)(d) and the Notice of Party Status, Prehearing Conference and Deadlines for Submissions issued by Casey Shpall, Hearing Officer on June 26th, 2009, the Starwood Metropolitan District hereby submits its Notice of Party Status as follows:

1. Name and Mailing Address:

Starwood Metropolitan District
121 Stewart Drive
Aspen, CO 81611

2. Statement of Reasons for Party Status:

Starwood Metropolitan District's reasons for desiring party status are set forth in its Request for Hearing dated February 17, 2009 and on file with the Colorado Water Conservation Board. Further, the District incorporates the reasons set forth in the Basalt Water Conservancy District's Notice of Party Status dated July 14, 2009 and its Request for Hearing dated February 16, 2009 and the Roaring Fork Land and Cattle Co. and Willow Creek Ditch and Herrick Ditch Company Notice of Party Status dated July 8, 2009.

Dated this 14th day of July, 2009.

Scott Balcomb, Esq.
Sara M. Dunn, Esq.
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
Phone: 970-945-6546
sarad@balcombgreen.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Party Status: Starwood Metropolitan District was served on this 14th day of July, 2009 upon the following via electronic mail.

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Ste. 200
Aspen, CO 81611
Via electronic mail: noto@waterlaw.com

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Via electronic mail: casey.shpall@state.co.us

Linda Bassi, Esq.
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, CO 80203
Via electronic mail: Linda.Bassi@state.co.us

Susan Schneider, Esq.
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Via electronic mail: Susan.Schneider@state.co.us

Board of County Commissioners for Pitkin County
C/o John Ely, Esq.
Courthouse Plaza
530 E. Main Street, 3rd Floor
Aspen, CO 81611
Via electronic mail: john.ely@co.pitkin.co.us

Sara M Adams

Tab 7

RECEIVED
JUL 14 2009
Colorado Water Conservation Board

Colorado Water Conservation Board 1313 Sherman Street, Room 721 Denver, Colorado 80203	
Concerning the Proposed Instream Flow Acquisition of Stapleton Brothers Ditch for Maroon Creek and the Roaring Fork River	
Drew Peternell Trout Unlimited 1320 Pearl Street, Suite 320 Boulder, Colorado 80302 Phone: (303) 440-2937 Email: dpeternell@tu.org	Administrative Proceeding

Trout Unlimited's Notice of Party Status
Stapleton Brothers Ditch, Water Division No. 5

Pursuant to Rule 6m(5)(d) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program of the Colorado Water Conservation Board ("CWCB" or "Board"), Trout Unlimited ("TU") hereby submits this Notice of Party Status.

Reasons For Obtaining Party Status

Trout Unlimited's mission is to conserve, protect and restore North America's trout and salmon fisheries and their watersheds. In Colorado, low stream flow is among the most serious threats to fishery health, and TU commits considerable resources and efforts towards remedying this problem. TU is highly interested in the CWCB's instream flow program and strongly supports the CWCB in its effort to preserve and improve the natural environment through the instream flow program. In this proceeding, Trout Unlimited plans to support the Board's acquisition of Stapleton Brother Ditch water rights for use as instream flow.

Respectfully submitted this 10th day of July, 2009.

Drew Peternell
Counsel for Trout Unlimited

Tab 8

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

LAW OFFICES

1002 WALNUT STREET, SUITE 300
BOULDER, COLORADO 80302

TELEPHONE: (303) 443-8782
FAX: (303) 443-8796

ADDRESS CORRESPONDENCE TO:
P. O. BOX 1440
BOULDER, CO 80306-1440

JAMES R. MONTGOMERY
TIMOTHY J. BEATON
RICHARD J. MEHREN

PATRICIA M. DECHRISTOPHER
HOLLY C. MEYER

CHARLES N. WOODRUFF
(1941-1996)

COUNSEL
RAPHAEL J. MOSES
JOHN WITTEMYER
DAVID L. HARRISON

July 14, 2009

BY MAIL AND FAX

Board of Directors
Colorado Water Conservation Board
1313 Sherman Street, Suite 721
Denver, CO 80203-2239

Re: Proposed Instream Flow Acquisition in Division 5: Stapleton Brothers' Ditch

Dear Members of the Board:

We represent the Board of County Commissioners of Pitkin County ("Pitkin County") in water rights matters. Pitkin County hereby gives notice of party status, pursuant to ISF Rule 6m.(5)(d), regarding the hearing set for November 2009 for the contested proposed instream flow acquisition of the Stapleton Brothers' Ditch by the Colorado Water Conservation Board ("CWCB").

Pitkin County requests party status for the Stapleton Brothers' Ditch hearing as the proponent of the water right to be acquired by the CWCB. The Stapleton Brothers' Ditch is the first of more than 30 water rights that Pitkin County has proposed to provide to the CWCB for instream flow purposes through a trust arrangement between Pitkin County and the CWCB. Through the trust arrangement that has been proposed, Pitkin County will retain ownership of the Stapleton Brothers' Ditch while allowing the CWCB to use the water right for instream flow purposes. Pitkin County desires party status for the November 2009 hearing on the Stapleton Brothers' Ditch in order to further its goal of protecting the flows of rivers and streams in Pitkin County through the CWCB's instream flow program, and to protect its interests in the Stapleton Brothers' Ditch as owner of the water right. As the acquisition of the Stapleton Brothers' Ditch is the first of many similar transactions, Pitkin County desires to maintain party status throughout the CWCB's consideration of this transaction.

We ask that all correspondence or notices to parties for the November 2009 hearing be sent to this office on behalf of Pitkin County and also to John M. Ely, Pitkin County Attorney,

530 East Main Street, Suite 302, Aspen, CO 81611-1948. Please contact us at your convenience if you need any additional information in order to establish Pitkin County's party status for the November 2009 hearing.

Sincerely,

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

By _____
Timothy J. Beaton
Patricia M. DeChristopher

BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY

By _____
John M. Ely
Pitkin County Attorney
530 East Main Street, Suite 302
Aspen, CO 81611-1948

TJB:PMD/jt

Tab 9

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

NOTICE OF PARTY STATUS, PREHEARING CONFERENCE AND DEADLINES FOR SUBMISSIONS

The Colorado Water Conservation Board ("Board") has designated Deputy Attorney General Casey Shpall to act as Hearing Officer for the contested proposed instream flow acquisition in the Stapleton Brothers Ditch. The hearing for this matter is set for the Board's November 2009 meeting.

Pursuant to Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program ("Rules"), the Hearing Officer hereby establishes the following deadlines for party status, written submissions, designation of witnesses and exhibits, and the prehearing conference.

July 15, 2009: Party Status Deadline

Pursuant to Rule 6m(5)(d), party status will be granted to any person who files a Notice of Party Status with the Board on or before 4:45 on July 15, 2009, setting forth a brief statement of the reasons the person desires party status. CWCB staff shall send each Party a list of all Parties to this proceeding on or before July 17, 2009.

August 19, 2009: Prehearing Statements Due

On or before 4:45 p.m. each Party shall file twenty-five hard copies of its prehearing statement with the Board. Prehearing statements should address the factors set forth in Rules 6(e) and 6(f) to the extent appropriate. Pursuant to Rule 6m(5)(c), prehearing statements shall contain all information that a Party will rely upon at the hearing, including:

1) a list of all disputed factual and legal issues;
2) the position of the Party regarding the factual and legal issues;
3) a list identifying all of the witnesses that will testify for the Party, and a summary of the testimony that those witnesses will provide; and
4) copies of all exhibits that the Party will introduce at the hearing.

By this deadline, each Party shall also deliver a copy of its prehearing statement, by hard copy or email, to all other Parties, Contested Hearing Participants, the Hearing Officer and the Assistant Attorney General representing the Staff. The Board will not consider information, other than rebuttal statements, submitted by the Parties after this deadline except for good cause shown.

August 26, 2009: Prehearing Conference

A prehearing conference will be held on August 26, 2009, at 2:00 p.m. in Room 610 of the State Services Building, 1525 Sherman Street, Denver, Colorado. Please proceed to the 7th floor to check in and you will be escorted to the meeting room. If you would like to participate by telephone, please contact the Hearing Officer at least 3 business days in advance of the prehearing conference.

The prehearing conference will afford the Parties the opportunity to address such issues as time available for each Party at the hearing, avoiding presentation of duplicative information, consolidation of concerns, etc. The Parties may formulate stipulations respecting the issues to be raised, witnesses and exhibits to be presented, and any other matters which may be agreed to or admitted by the Parties. At the prehearing conference, the Parties shall make known any objections to the procedures or evidence that they may raise at the hearing unless such objections could not have been reasonably determined at that time.

September 30, 2009: Rebuttal Statements Due

On or before 4:45 p.m. on September 30, 2009, each Party shall file twenty-five hard copies of its rebuttal statement with the Board. By this deadline, each party shall also deliver its rebuttal statement, by hard copy or email, to all other Parties, Contested Hearing Participants, the Hearing Officer and the Department of Law Attorney representing the Staff. The Board will not consider information submitted by the Parties after this deadline except for good cause shown.

November 17 or 18, 2009: Hearing Date

The hearing for this matter is set for the Board's meeting scheduled for November 17-18, 2009, at the Marriot, Denver South at Park Meadows, Littleton, Colorado.

Dated this 26th day of June 2009.

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5069
Fax: 303-866-3558
casey.shpall@state.co.us

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

REVISED NOTICE OF PREHEARING CONFERENCE AND DEADLINES FOR SUBMISSIONS

A Request for Change of Prehearing Conference Date and Extension of Deadlines for Submission of Prehearing Statement was filed in the above-captioned matter by Staff of the Colorado Water Conservation Board ("Board"). Upon consideration of the motion by the Hearing Officer, the motion is granted. The revised date for the prehearing conference and deadlines for submissions are set forth below.

August 27, 2009: Prehearing Statements Due

On or before 4:45 p.m. on August 27, 2009, each Party shall file twenty-five hard copies of its prehearing statement with the Board. Prehearing statements should address the factors set forth in Rules 6(e) and 6(f) to the extent appropriate. Pursuant to Rule 6m(5)(e), prehearing statements shall contain all information that a Party will rely upon at the hearing, including:

1) a list of all disputed factual and legal issues;
2) the position of the Party regarding the factual and legal issues;
3) a list identifying all of the witnesses that will testify for the Party, and a summary of the testimony that those witnesses will provide; and
4) copies of all exhibits that the Party will introduce at the hearing.

By this deadline, each Party shall also deliver a copy of its prehearing statement, by hard copy or email, to all other Parties, Contested Hearing Participants, the Hearing Officer and the Assistant Attorney General representing the Staff. The Board will not consider information, other than rebuttal statements, submitted by the Parties after this deadline except for good cause shown.

September 10, 2009: Prehearing Conference

A prehearing conference will be held on September 10, 2009, at 2:00 p.m. in Room 610 of the State Services Building, 1525 Sherman Street, Denver, Colorado. Please proceed to the 7th floor to check in and you will be escorted to the meeting room. If you would like to participate by telephone, please contact the Hearing Officer at least 3 business days in advance of the prehearing conference.

The prehearing conference will afford the Parties the opportunity to address such issues as time available for each Party at the hearing, avoiding presentation of duplicative information, consolidation of concerns, etc. The Parties may formulate stipulations respecting the issues to be

raised, witnesses and exhibits to be presented, and any other matters which may be agreed to or admitted by the Parties. At the prehearing conference, the Parties shall make known any objections to the procedures or evidence that they may raise at the hearing unless such objections could not have been reasonably determined at that time.

October 15, 2009: Rebuttal Statements Due

On or before 4:45 p.m. on October 15, 2009, each Party shall file twenty-five hard copies of its rebuttal statement with the Board. By this deadline, each party shall also deliver its rebuttal statement, by hard copy or email, to all other Parties, Contested Hearing Participants, the Hearing Officer and the Department of Law Attorney representing the Staff. The Board will not consider information submitted by the Parties after this deadline except for good cause shown.

November 17 or 18, 2009: Hearing Date

The hearing for this matter is set for the Board's meeting scheduled for November 17-18, 2009, at 1580 Logan, Suite 610, Denver, Colorado, 80203.

Dated this 3rd day of August 2009.

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5069
Fax: 303-866-3558
casey.shpall@state.co.us

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Revised Notice of Prehearing Conference and Deadlines for Submissions was served on this 3rd day of August, 2009 upon the following via electronic mail:

Susan Schneider
Colorado Attorney General's Office
1525 Sherman St., 7th Floor
Denver, Colorado 80203
susan.schneider@state.co.us

Linda Bassi
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, Colorado 80203
linda.bassi@state.co.us

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Suite 200
Aspen, Colorado 81611
noto@waterlaw.com

Board of County Commissioners for Pitkin County
c/o John Ely, Esq.
Courthouse Plaza
530 E. Main St., 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Scott Balcomb, Esq.
David C. Hallford, Esq.
Chris L. Geiger, Esq.
Sara M. Dunn, Esq.
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, Colorado 81602
scott@balcombgreen.com
dhallford@balcombgreen.com
chrisg@balcombgreen.com
sarad@balcombgreen.com

Drew Peternell
Trout Unlimited
1320 Pearl St., Suite 320
Boulder, Colorado 80302
dpeternell@tu.org

Timothy J. Beaton
Patricia M. DeChristopher
Moses, Wittemyer, Harrison and Woodruff, P.C.
P. O. Box 1440
Boulder, Colorado 80306
tbeaton@mwhw.com
pdechristopher@mwhw.com

Amy Beatie
Colorado Water Trust
1430 Larimer St., Suite 300
Denver, Colorado 80202
abeatie@coloradowatertrust.org

Debby Krevitsky

Tab 10

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

REQUEST FOR CHANGE OF PREHEARING CONFERENCE DATE AND EXTENSION OF DEADLINES FOR SUBMISSION OF PREHEARING STATEMENT

The Colorado Water Conservation Board Staff ("Staff") hereby requests the Hearing Officer to reschedule the prehearing conference to September 10, 2009, and to extend the deadline for submission of prehearing statements to August 27, 2009. Staff is not requesting a change to the October 15, 2009 deadline for rebuttal statements.

Staff has consulted with the Parties to this matter and no Party objects to this request. The reason for this request is to allow more time for the Parties to discuss the issues related to this pending acquisition prior to submitting prehearing statements. The Parties have a meeting scheduled for August 13, 2009 for that purpose.

Respectfully submitted this 29th day of July 2009.

/s/

Susan J. Schneider,
First Assistant Attorney General
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5046
Fax: 303-866-3558
susan.schneider@state.co.us

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Request for Change of Prehearing Conference Date and Extension of Deadlines for Submission of Prehearing Statement was served on this 30th day of July, 2009 upon the following via electronic mail:

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman St., 7th Floor
Denver, Colorado 80203
casey.shpall@state.co.us

Linda Bassi
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, Colorado 80203
linda.bassi@state.co.us

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Suite 200
Aspen, Colorado 81611
noto@waterlaw.com

Board of County Commissioners for Pitkin County
c/o John Ely, Esq.
Courthouse Plaza
530 E. Main St., 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Scott Balcomb, Esq.
David C. Hallford, Esq.
Chris L. Geiger, Esq.
Sara M. Dunn, Esq.
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, Colorado 81602
scott@balcombgreen.com
dhallford@balcombgreen.com
chrisg@balcombgreen.com
sarad@balcombgreen.com

Drew Peternell
Trout Unlimited
1320 Pearl St., Suite 320
Boulder, Colorado 80302
dpeternell@tu.org

Timothy J. Beaton
Patricia M. DeChristopher
Moses, Wittemyer, Harrison and Woodruff, P.C.
P. O. Box 1440
Boulder, Colorado 80306
tbeaton@mwhw.com
pdechristopher@mwhw.com

Amy Beatie
Colorado Water Trust
1430 Larimer St., Suite 300
Denver, Colorado 80202
abeatie@coloradowatertrust.org

Debby Krevitsky

Tab 11

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

FIRST PREHEARING ORDER

The Prehearing Conference in this matter was held on September 10, 2009, before the Prehearing Officer.

Participants in Prehearing Conference

The following Parties submitted Prehearing Statements and were represented at the Prehearing Conference either in person or by telephone:

Colorado Water Conservation Board Staff
Board of County Commissioners of Pitkin County
Colorado Water Trust
Trout Unlimited
Basalt Water Conservancy District
Starwood Metropolitan District
Roaring Fork Land and Cattle Company
Willow Creek Ditch and Herrick Ditch Company

October 1, 2009: Allocation of Time Deadline

The Colorado Water Conservation Board has scheduled this hearing for four hours. At the Prehearing Conference, the Hearing Officer allocated blocks of time for presentation, including rebuttal, as follows:

1) Colorado Water Conservation Board Staff: 45 minutes
2) Board of County Commissioners of Pitkin County, Colorado Water Trust, and Trout Unlimited: 90 minutes
3) Basalt Water Conservancy District, Starwood Metropolitan District, Roaring Fork Land and Cattle Company, Willow Creek Ditch and Herrick Ditch Company: 90 minutes

The Parties shall allocate the available time among themselves, including presentation and rebuttal. The Hearing Officer and the Parties must be notified of the proposed allocation by October 1, 2009. Electronic notification is sufficient. The Hearing Officer will then send out a final prehearing order.

October 15, 2009: Rebuttal Statements Due

On or before 4:45 p.m. on October 15, 2009, each Party shall file twenty-five hard copies of its rebuttal statement with the Board. By this deadline, each party shall also deliver its rebuttal statement, by hard copy or email, to all other Parties, the Hearing Officer and the Department of Law Attorney representing the Staff. The Board will not consider information submitted by the Parties after this deadline except for good cause shown.

November 16, 2009, 1:30-5:30 p.m.: Hearing Date

The Board's meeting is scheduled for November 16-18, 2009, at 1580 Logan, Suite 610, Denver, Colorado, 80203. The hearing on this matter is scheduled for November 16, at 1:30-5:30 p.m.

At the hearing, the Board will hear from CWCB Staff, the Parties and interested members of the public. The Board will not permit CWCB Staff or Parties to introduce written material at the hearing not previously submitted pursuant to these CWCB Rules without good cause. There will be no cross-examination; only the Board may question witnesses at the hearing.

Dated this 23st day of September 2009.

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5069
Fax: 303-866-3558
casey.shpall@state.co.us

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing First Prehearing Order was served on this 23st day of September, 2009 upon the following via electronic mail:

Susan Schneider
Colorado Attorney General's Office
1525 Sherman St., 7th Floor
Denver, Colorado 80203
susan.schneider@state.co.us

Linda Bassi
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, Colorado 80203
linda.bassi@state.co.us

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Suite 200
Aspen, Colorado 81611
noto@waterlaw.com

Board of County Commissioners for Pitkin County
c/o John Ely, Esq.
Courthouse Plaza
530 E. Main St., 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Scott Balcomb, Esq.
David C. Hallford, Esq.
Chris L. Geiger, Esq.
Sara M. Dunn, Esq.
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, Colorado 81602
scott@balcombgreen.com
dhallford@balcombgreen.com
chrisg@balcombgreen.com
sarad@balcombgreen.com

Drew Peternell
Trout Unlimited
1320 Pearl St., Suite 320
Boulder, Colorado 80302
dpeternell@tu.org

Timothy J. Beaton
Patricia M. DeChristopher
Moses, Wittemyer, Harrison and Woodruff, P.C.
P. O. Box 1440
Boulder, Colorado 80306
tbeaton@mwhw.com
pdechristopher@mwhw.com

Amy Beatie
Colorado Water Trust
1430 Larimer St., Suite 300
Denver, Colorado 80202
abeatie@coloradowatertrust.org

Debby Krevitsky

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

CORRECTED FIRST PREHEARING ORDER

The Prehearing Conference in this matter was held on September 10, 2009, before the Prehearing Officer.

Participants in Prehearing Conference

The following Parties submitted Prehearing Statements and were represented at the Prehearing Conference either in person or by telephone:

Colorado Water Conservation Board Staff
Board of County Commissioners of Pitkin County
Colorado Water Trust
Trout Unlimited
Basalt Water Conservancy District
Starwood Metropolitan District
Roaring Fork Land and Cattle Company
Willow Creek Ditch and Herrick Ditch Company

October 20, 2009: Allocation of Time Deadline

The Colorado Water Conservation Board has scheduled this hearing for four hours. At the Prehearing Conference, the Hearing Officer allocated blocks of time for presentation, including rebuttal, as follows:

1) Colorado Water Conservation Board Staff: 45 minutes
2) Board of County Commissioners of Pitkin County, Colorado Water Trust, and Trout Unlimited: 90 minutes
3) Basalt Water Conservancy District, Starwood Metropolitan District, Roaring Fork Land and Cattle Company, Willow Creek Ditch and Herrick Ditch Company: 90 minutes

The Parties shall allocate the available time among themselves, including presentation and rebuttal. The Hearing Officer and the Parties must be notified of the proposed allocation by October 20, 2009. Electronic notification is sufficient. The Hearing Officer will then send out a final prehearing order.

October 15, 2009: Rebuttal Statements Due

On or before 4:45 p.m. on October 15, 2009, each Party shall file twenty-five hard copies of its rebuttal statement with the Board. By this deadline, each party shall also deliver its rebuttal statement, by hard copy or email, to all other Parties, the Hearing Officer and the Department of Law Attorney representing the Staff. The Board will not consider information submitted by the Parties after this deadline except for good cause shown.

November 16, 2009, 1:30-5:30 p.m.: Hearing Date

The Board's meeting is scheduled for November 16-18, 2009, at 1580 Logan, Suite 610, Denver, Colorado, 80203. The hearing on this matter is scheduled for November 16, at 1:30-5:30 p.m.

At the hearing, the Board will hear from CWCB Staff, the Parties and interested members of the public. The Board will not permit CWCB Staff or Parties to introduce written material at the hearing not previously submitted pursuant to these CWCB Rules without good cause. There will be no cross-examination; only the Board may question witnesses at the hearing.

Dated this 24st day of September 2009.

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5069
Fax: 303-866-3558
casey.shpall@state.co.us

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Corrected First Prehearing Order was served on this 24st day of September, 2009 upon the following via electronic mail:

Susan Schneider
Colorado Attorney General's Office
1525 Sherman St., 7th Floor
Denver, Colorado 80203
susan.schneider@state.co.us

Linda Bassi
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, Colorado 80203
linda.bassi@state.co.us

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Suite 200
Aspen, Colorado 81611
noto@waterlaw.com

Board of County Commissioners for Pitkin County
c/o John Ely, Esq.
Courthouse Plaza
530 E. Main St., 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Scott Balcomb, Esq.
David C. Hallford, Esq.
Chris L. Geiger, Esq.
Sara M. Dunn, Esq.
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, Colorado 81602
scott@balcombgreen.com
dhallford@balcombgreen.com
chrisg@balcombgreen.com
sarad@balcombgreen.com

Drew Peternell
Trout Unlimited
1320 Pearl St., Suite 320
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Tab 12

BEFORE THE COLORADO WATER CONSERVATION BOARD

STATE OF COLORADO

Prehearing Statement of Staff of Colorado Water Conservation Board

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IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION
DIVISION 5: STAPLETON BROTHERS DITCH

Pursuant to Rule 6m.(5)(e) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level, 2 CCR 408-2 ("ISF Rules"), the Staff of the Colorado Water Conservation Board ("CWCB") hereby submits its prehearing statement regarding the CWCB's proposed acquisition of 4.3 cfs of the Stapleton Brothers Ditch water right from Pitkin County for instream flow use on Maroon Creek and the Roaring Fork River. This prehearing statement addresses both the issues raised by the Parties and the factors that ISF Rule 6 requires the Board to consider in evaluating this proposed acquisition.

I. INTRODUCTION

The Pitkin County Board of County Commissioners ("Pitkin County") has offered the CWCB a long-term loan of a water right for instream flow ("ISF") use on Maroon Creek and the Roaring Fork River in Pitkin County. The instrument of the loan is a revocable trust ("Trust Agreement") wherein Pitkin County is the Settlor and CWCB is the Trustee. (**Exhibit 1**).

II. FACTUAL CLAIMS

1) **Reaches of stream for which the use of the acquired water is proposed**

Three reaches of stream would benefit from this proposed acquisition. Reach 1 is on Maroon Creek and extends from the Stapleton Brothers Ditch head gate to the Roaring Fork River confluence. Reach 2 is on the Roaring Fork River and extends from the Maroon Creek confluence to the point of historical return flow accretion to the stream near the airport. Reach 3 is on the Roaring Fork and extends from the point of historical return flow accretion down to the Frying Pan River confluence. Existing ISF water rights along these reaches include:

Case No.	Stream	Reach	Amount (cfs)	Approp. Date
5-76W2945	Maroon Creek	conf of East & West Maroon Ck to Roaring Fork River	14 Jan1 – Dec 31)	1-14-1976
5-85CW646	Roaring Fork River	conf Maroon Ck to conf Fryingpan R.`	55 (Apr 1 – Sept 30) 30 (Oct 1 – Mar 31)	11-8-1985

a) **Length of subject ISF reaches**

The Stapleton Ditch Right would be used on approximately 2 miles of the Maroon Creek ISF reach (from historical point of diversion down to confluence with Roaring Fork River). Because diversions of the Stapleton Ditch Right were 100% consumptive to Maroon Creek, the CWCB would use and protect the full diversion amount of the Right. On the Roaring Fork River, the Stapleton Ditch Right would be used on the full 16.1 miles of the 85CW646 Roaring Fork River ISF water right. From the confluence with Maroon Creek to the point where the Stapleton Ditch Right return flows historically entered the river (approximately 1.0 mile), the CWCB would use and protect the full diversion amount of the Stapleton Ditch Right. The CWCB would use and protect the historical consumptive use amount of the Stapleton Ditch Right from the return flow point down to the confluence with the Fryingpan River (approximately 15.1 miles).

b) **Natural flow regime**

Maroon Creek originates at the confluence of East Maroon Creek with West Maroon Creek at an elevation of approximately 9,000 feet in the White River National Forest. It flows in a northeasterly direction for 9 miles until it joins the Roaring Fork River at an elevation of approximately 7,700 feet. Streamflow records from a USGS gage approximately 3-4 miles upstream of the Ditch for the years 1969-1994 indicate that average mean daily flows in the summer range from 38 – 247 cfs, with average lowest daily flows from 18 – 82 cfs.

The Roaring Fork River originates at the outlet of Independence Lake at an elevation of approximately 12,500 feet in the White River National Forest. It flows in a northwesterly direction for 60.5 miles until it joins the Colorado River at an elevation of approximately 5,760 feet. Streamflow records from a gage just upstream of the City of Aspen indicate that average monthly flows range from 50 – 400 cfs.

c) **Location of other water rights on the subject stream(s)**

Other water rights on Maroon Creek are listed on the Maroon Creek Water Rights Table in **Exhibit 2**. Some of the large diversion rights are shown on the Maroon Creek Water Rights Map in **Exhibit 2**. Other water rights on the Roaring Fork River are listed on the

Roaring Fork River Water Rights Table in **Exhibit 3**. Some of the large diversion rights are shown on the Roaring Fork River Water Rights Map in **Exhibit 3**.

2) **Historical consumptive use and historical return flows of the Stapleton Ditch Right that may be available for ISF use**

Pitkin County's offer to the CWCB of a long-term loan of a water right for instream flow ("ISF") use on Maroon Creek and the Roaring Fork River in Pitkin County includes 4.3 cfs in the Stapleton Brothers Ditch ("Stapleton Ditch Right"), originally decreed for 8.0 cfs absolute for irrigation purposes by the Pitkin County District Court on October 16, 1933 in Civil Action No. 3000 with an appropriation date of June 30, 1904 (**Exhibit 4**). In Case No. 99CW306, the Stapleton Ditch Right was changed to add augmentation as a decreed use in addition to the right to use the water at the originally decreed location for irrigation. (**Exhibit 5**).

a) Amount of historical consumptive use credits available for ISF use

The 8.0 cfs Stapleton Ditch Right's historical consumptive use was quantified in Case No. 99CW306 for a total annual amount of 220 acre-feet and the following monthly amounts:

	May	June	July	Aug	Sept	Oct	Total
Acre-ft	29.0	52.0	59.0	44.0	30.0	6.0	220.0

Pitkin County has offered 119.25 of the total 220 acre-feet to the CWCB for ISF use. The pro-rata monthly amounts of this share are as follows:

	May	June	July	Aug	Sept	Oct	Total
Acre-ft	15.7	28.2	32.0	23.9	16.3	3.3	119.25
Cfs	0.25	0.47	0.52	0.39	0.27	0.05	

b) Historical return flows available for ISF use

i) **Amount** - Historical return flows that reached the Roaring Fork River were in the amount of the diversions less historical consumptive use. Because the full diversion amount was 100% consumptive to a portion of the stream, the full diversion amount is available for ISF use down to the point of historical return flow accretion the stream.

ii) **Location and timing** - Historical return flows from the use of the Stapleton Ditch Right accrued to the Roaring Fork River near the airport where the water was historically put to beneficial use for irrigation of the airport land. In Case No.

99CW306, timing of the return flows was assumed to be within the same month as the diversion and no delayed return flows need to be maintained.

iii) Reliance of subject ISF reaches on historical return flows of Stapleton Ditch Right

The existing instream flow on Maroon Creek does not rely on historical return flows because the historical diversions were 100% consumptive to Maroon Creek; the historical return flows did not accrue to Maroon Creek.

The existing ISF water right on the Roaring Fork River upstream of the point where the historical return flows accrued to the stream (near the airport) does not rely on historical return flows because the historical diversions were 100% consumptive to the Roaring Fork; the historical return flows did not accrue to this portion of the ISF reach.

The existing ISF water right on the Roaring Fork River relies on the historical return flows downstream of the point where they accrued to the stream (near the airport). The amount relied on is the diversion less any historical consumption. The timing of the historical return flows is within the month of historical diversion. This ISF reach does not rely on any maintenance of delayed historical return flows because Case No. 99CW306 decreeing the change of water right quantified the historical consumptive use and did not specify any delayed historical return flows that would need to be maintained. The ISF and any other water right on the Roaring Fork River below the return flow accretion point is subject to the conditions of the decree in 99CW306, and thus cannot claim any injury due to failure to maintain any delayed return flows, if there were any.

iv) Evidence of water availability based upon the historical record(s) of diversion and the beneficial use of the Stapleton Ditch Right

The Stapleton Ditch Right historical consumptive use ("HCU") was quantified in Case No. 99CW306. In that case, the parties reviewed and agreed on the amount of water that was historically diverted and put to beneficial use. The court decreed an HCU amount of 220 acre-feet per year for the 8.0 cfs Stapleton Brothers Ditch Right.

c) Whether the amount of water available for acquisition is needed to provide flows to meet a decreed ISF amount in below average years

The nearest stream gage to the Stapleton Brothers Ditch headgate with a significant period of record is the "Maroon Creek above Aspen" gage (USGS 09075700), approximately 5 miles upstream of the headgate. While this gage does not necessarily represent the flows at the headgate, data from this gage shows that Maroon Creek dropped below 14 cfs in more than half the years in the period of record. The gage data also shows a lowest flow amount of 9 cfs for the period of record from 1969 to 1999. This gage shows that the flow was less than 14 cfs on 683 of the days during the period of record. This gage record does not contain records of flows after 1999, including during

the severe drought of 2002, for which the flows were likely lower than the period of record. Consequently, it appears that the acquired water may be needed to meet the decreed Maroon Creek ISF amount in some below average years.

3) **Reason water is available for loan to CWCB**

Pitkin County has informed the CWCB that it is dedicated to protecting the flows of the rivers and streams in Pitkin County, and that it believes that the CWCB's ISF Program presents a valuable opportunity to use Pitkin's water rights to achieve that goal.

4) **Potential material injury to existing decreed water rights.**

The most important issue related to this water acquisition for the CWCB, and subsequently the water court, is whether the acquisition and ISF use of the Stapleton Ditch Right will cause injury to existing decreed water rights. The Objectors will not be injured by the CWCB's acquisition or ISF use of the Stapleton Ditch Right. In Case No. 99CW306, the water court quantified the historical consumptive use and return flows of the Stapleton Ditch Rights and imposed terms and conditions to prevent injury. "The transfer of senior priorities to other uses and locations is a very important feature of Colorado water law." High Plains, 120 P.3d at 721. Pitkin County exercised its legal right to change its water right, and in its change case, the water court found that the change neither enlarged the right nor injuriously affected other users. Now, Pitkin County seeks to exercise its legal right to transfer its senior priority to the CWCB to put to another beneficial use through a loan. The Objectors have no claim to that senior water. No injury will occur by putting the Stapleton Ditch Rights to ISF uses because Objectors have never had the right to claim Pitkin County's changed water right or rely on that changed right as water subject to their appropriation. "The change application process is intended to facilitate transfers that are calculated to result in a continued application of the appropriated water to specified beneficial uses at different identified locations from the current decree under conditions to prevent injury to other water rights." High Plains A & M, LLC v. Southeastern Colorado Water Conservancy Dist., 120 P.3d 710, 721 (Colo. 2005). This water right acquisition will allow a transfer of a pre-1922 water right that will result in a continued application of the appropriated water to specified beneficial uses at different identified locations from the current decree under conditions to prevent injury to other water rights.

"Instream flow or lake level rights are no different in concept from other appropriative rights." Colorado Water Conservation Board v. Central City, 125 P.3d 424, 437-8 (Colo. 2005). The CWCB, as any other water user, is entitled to lease this water, and, pursuant to its exclusive statutory authority, to put it to beneficial use to preserve and improve the natural environment to a reasonable degree, pursuant to a water court decree. A change of water right "shall be approved if such change or plan will not injuriously affect the owner of or persons entitled to use water under a vested water right or a decreed conditional water right." § 37-92-305(3), C.R.S. (2008). Consequently, no injury to any water user will occur as a result of the CWCB's acquisition and ISF use of the Stapleton Ditch Right.

5) **Availability of the acquired water for subsequent use or reuse downstream**

The Stapleton Ditch Right will be available for subsequent use or reuse downstream. Pitkin has indicated that it plans to lease the historical consumptive use of the Stapleton Ditch Right downstream of the terminus of the Roaring Fork ISF reach at the confluence of the Roaring Fork and the Fryingpan River.

6) **Cost to complete the transaction or any other associated costs**

Because this valuable pre-1922 water right is being donated to the Board, no costs will be incurred to obtain a right from Pitkin to use the Stapleton Ditch Right. Potential costs to the Board to complete this transaction include costs associated with preparing, filing and prosecuting a change of water right application to add ISF use, including any necessary engineering analyses, and costs associated with installing, operating and maintaining any measuring devices required by the Division Engineer to administer the changed water right. Since the Board already holds and protects existing ISF water rights on Maroon Creek and the Roaring Fork River, staff does not expect to incur significant additional costs to protect the acquired rights.

7) **Administrability of the acquired water right when used for ISF purposes and whether the proposed loan is capable of meeting all applicable statutory requirements**

The Division Engineer has advised Staff that the Stapleton Ditch Right would be administrable if changed to add ISF use and a subsequent downstream consumptive use as decreed by the water court.

8) **Natural environment that may be preserved or improved by the proposed acquisition**

Mark Uppendahl, Instream Flow Coordinator for the Colorado Division of Wildlife ("CDOW"), has conducted an analysis and provided a recommendation to the CWCB on the biological aspects of this pending water acquisition, attached as **Exhibit 8.**

Maroon Creek is classified as a large stream (average width between 36 to 59 feet wide) and fishery surveys indicate the stream environment of Maroon Creek supports self-sustaining populations of brook trout, speckled dace and mottled sculpin. The Roaring Fork River is classified as a river (average width between 60 to 99 feet wide) and fishery surveys indicate the river environment of the Roaring Fork supports self-sustaining populations of brown trout, mountain whitefish, mottled sculpin and white sucker. In addition to the self-sustaining populations mentioned above, the CDOW stocks rainbow and cutthroat trout in the Roaring Fork River and Maroon Creek, respectively. Also, flannelmouth and bluehead sucker have historically used these reaches for seasonal refuge habitat.

a) **The extent to which the acquired water will preserve or improve the natural environment to a reasonable degree**

The acquired water will preserve the natural environments of Maroon Creek and the Roaring Fork River to the extent that the decreed ISF water rights on Reaches 1, 2 and 3 (described in first Factual Claim above) are not met. The acquired water will improve the natural environment in these reaches when the existing decreed ISF water rights are met, by providing flows above the existing decreed amounts as decreed in the change of water rights case implementing this acquisition. The additional flows will provide ISF protection for additional fish habitat during the warmer irrigation season (deeper runs and pools), additional protection from harmful water quality parameters (high temperatures and low oxygen levels) and better connectivity for fish passage to different habitats (deeper riffles). See **Exhibit 8.**

b) Whether the amount of water available for acquisition could be used to and would improve the natural environment to a reasonable degree, either alone or in combination with existing decreed ISF water rights

The amount of water available for acquisition could be used to and would improve the natural environment of Maroon Creek and the Roaring Fork River on Reaches 1, 2 and 3 (described in first Factual Claim above) in combination with existing decreed ISF water rights when those rights are met, by providing flows above the existing decreed ISF amounts, as decreed in the change of water rights case implementing this acquisition.

III. LEGAL CLAIMS

1) The effect of the proposed acquisition on any relevant interstate compact issue, including whether the acquisition would assist in meeting or result in the delivery more water than required under compact obligations.

a) Pre-1922 Water Rights

The state of Colorado recognizes that when a water right, such as the Stapleton Ditch Right, was used prior to November 24, 1922, the right (a "pre-1922 water right") is not subject to the Colorado River Compact of 1922, § 37-61-101, or the Upper Colorado River Basin Compact of 1948, § 37-62-101, C.R.S. (2008)(collectively "the Colorado Compact"). Even though the Stapleton Ditch Right was not decreed till 1933, it was used prior to November 24, 1922, so it qualifies as a valuable pre-1922 water right. The acquisition of the 1933 Stapleton Ditch Right by the CWCB is important to preventing the delivery of more water than required under the Colorado Compact. The Stapleton Ditch Right has not been put to beneficial use since it was changed in 1999. If the Stapleton Ditch Right is not placed to use by the CWCB under this proposed lease, this

pre-1922 water right may be subject to abandonment or the reduction of its historical consumptive use available for in-state uses.

The Stapleton Ditch Right was changed by a 1999 decree to allow use of the water for augmentation or for the original diversion for irrigation. It is the Division Engineer's practice[1] not to require re-calculation of historical consumptive uses and return flow data when an additional change of the water right is sought within 10 years of a change of water right. If the CWCB acquires this water right now, there will likely be no further reduction of this pre-1922 water right from non-use either through abandonment or through a re-quantification of the historical consumptive use available for downstream in-state uses. Section 37-92-102 allows the Stapleton Ditch Right to be used for ISFs and downstream consumptive beneficial uses without resulting in "a reduction of the historical consumptive use of that water right during the term of the lease or loan."

"The transfer of senior priorities to other uses and locations is a very important feature of Colorado water law." High Plains, 120 P.3d at 721. In addition to using the Stapleton Ditch Right for instream flows and preventing over-delivery of Compact water, Pitkin contemplates putting the Stapleton Ditch Right to subsequent consumptive beneficial use downstream, thereby increasing pre-1922 water utilization. Thus, the CWCB should authorize the change of the Stapleton Ditch Right to ISFs as a means to help with compact utilization and prevention of over-delivery to other states.

b) Historic User Protected Water Rights and Green Mountain Reservoir Operations

The Objectors argue that the CWCB's potential use of the Stapleton Ditch Right for ISFs may "impact the operation of Green Mountain Reservoir in a manner that is injurious to the [Objectors] and other Colorado River water users in western Colorado in general. They also argue that the CWCB will be unable to enforce the Stapleton Ditch Right during times of downstream senior calls because it will not receive Green Mountain Reservoir protection as an historic user protected water right ("HUP-protected water right"). Finally, Objectors assert that any potential Compact benefit from the use of the Stapleton Ditch Right would be lessened because the Stapleton Ditch Right, when used for ISF protection, will not receive HUP protection because it would no longer be used for a "preferred use" to qualify as a use not called out by the downstream senior calls.

The change of the Stapleton Ditch Right to add ISF use will not necessarily result in that water right losing its status as an HUP-protected water right. Senate Document 80 ("SD 80"), a synopsis of the Colorado-Big Thompson ("CBT") Project incorporated into CBT legislation and water court decrees, outlines the operation of Green Mountain Reservoir

[1] If the Objectors argue that the historical consumptive use should be recalculated and the water court agrees, this change still lessens any further future reduction by putting the water to beneficial use for ISFs.

and identifies what constitutes preferred uses, among many other things. Only decrees perfected on or prior to October 1977 and junior to the Shoshone call qualify to have their consumptive use replaced by the Green Mountain Historic Users Pool. If they qualify, as the Stapleton Ditch Right historically has, users continue to divert even though they are out of priority as against the Grand Valley call.

The CWCB's use of the Stapleton Ditch Right for ISFs will not impact Green Mountain Reservoir operations to the detriment of other HUP beneficiaries or other water users. If the addition of ISF use to the Stapleton Ditch Right is not deemed an HUP-protected right, and Green Mountain Reservoir does not release the HUP water associated with its use, the senior calling rights downstream still will be satisfied because ISF use is nonconsumptive and the depletions associated with the historical use of the Stapleton Ditch right will not be occurring. To exercise the Stapleton Ditch Right for ISF use, all the CWCB will need is the ability to call upstream juniors, and the ability to protect the flows from diversion within the ISF reaches. However, it is highly likely that the Stapleton Ditch Right will be put to a beneficial use downstream of the ISF reaches that will qualify as a preferred use and maintain the Stapleton Ditch Right's status as an HUP-protected water right. Regardless, protection of pre-1922 water rights is an important consideration in compact administration, since pre-1922 water rights cannot be curtailed in the event of compact administration that necessitates the curtailment of water rights, and the acquisition and ISF use of the pre-1922 Stapleton Ditch Right will protect that right.

2) The effect of the proposed acquisition on the maximum utilization of the waters of the state.

The CWCB should acquire the Stapleton Ditch Right as a means to promote maximum utilization of water generally, as well as preventing the non-use, abandonment or reduction of the ability to use pre-1992 water. The failure to change this water right to ISF uses could subject this valuable water right to abandonment or reduction of its consumptive use. Further, there is the potential to use this water consumptively downstream, which would further maximize utilization of water generally. If the CWCB were able to protect a pre-1922 water right and put it to use preserving and improving the natural environment to a reasonable degree, the CWCB would be promoting maximum utilization of the waters of the state. "The purpose of a change of water right is to obtain a revised decree that recognizes continuation of the right to divert the water at different points, for different uses, and/or different places of actual beneficial use." High Plains, 120 P.3d at 721. This acquisition would allow continuation of the right to divert a pre-1922 water right at different points, for different uses, and different places of actual beneficial use, thereby promoting maximum utilization.

3) Improve v. Preserve

The Basalt Water Conservancy District ("the District") does not want the CWCB to "stack" the Stapleton Ditch Right with its existing ISF water rights – either by using the Stapleton Ditch Right to improve the natural environment to a reasonable degree when the 1987 or 1985 ISF water rights are in priority and fully met, or by using the Stapleton Ditch Right to preserve the natural environment when the 1976 or 1985 ISF water rights (Maroon Creek and Frying Pan, respectively) are not in priority or are partially met. The CWCB should acquire the Stapleton Ditch Right and seek water court approval to stack the Right with its existing ISF water rights.

Section 37-92-102(3), C.R.S. (2009) authorizes the CWCB to use acquired water rights to improve the natural environment to a reasonable degree, which can include using the acquired water rights in amounts above the amount decreed to preserve the natural environment. The Board may use acquired water rights to improve the natural environment as decreed by the water court in the case changing the acquired rights to add ISF use.

a) Stacking

Under ISF Rule 6c, "stacking" occurs when the Board "combine[s] or stack[s] the acquired water right with any other ISF appropriation or acquisition, based upon the extent to which the acquired water will provide flows or lake levels to preserve or improve the natural environment to a reasonable degree." The CWCB has the authority and discretion to: (1) appropriate water in amounts it determines "may be required for *minimum* stream flows" to preserve the natural environment to a reasonable degree; and (2) to acquire water "in such amount as the board determines is *appropriate* to preserve *or improve* the natural environment to a reasonable degree" (emphasis added) under section 37-92-102(3), C.R.S. (2008). The Objectors have argued that the water should be used subsumed within the original ISF decree so that the CWCB only uses the water up to its original ISF amounts because the ability to use the earlier appropriation date of the Stapleton Ditch Right constitutes "improving" the original decree as intended by the statute.

The Staff and the CDOW recommend that the Board use the acquired Stapleton Ditch Right to improve the natural environment to a reasonable degree when the 1987 or 1985 ISF water rights are in priority and fully met, and to preserve the natural environment when the 1976 or 1985 ISF water rights are not in priority or are partially met. For example, when the ISF right of 14 cfs on Maroon Creek is fully met and being used to preserve the natural environment to a reasonable degree, then the CWCB can use or stack the 4.3 cfs of Stapleton Ditch Right to improve the natural environment. Another example is when there is only 10 cfs on Maroon Creek to satisfy the ISF water right—then the Stapleton Ditch Right would be used in the amount of 4 cfs to preserve the natural environment to a reasonable degree and in the amount of .3 cfs to improve the natural environment.

b) Seniors First

The Objectors have argued that the State Engineer's Seniors First policy applies to prevent the CWCB from exercising the 1933 Stapleton Ditch Right priority to improve

the natural environment to a reasonable degree because it must first be exercised to preserve the natural environment and only then can the 1976 or 1985 ISF water rights be exercised to the extent available to preserve the natural environment. The State Engineer's "seniors first" policy does not preclude the CWCB from stacking acquired senior water rights with junior ISF water rights.

The State Engineer's Seniors First policy, as set forth in Written Instruction and Order 2007-02 and applied to storage rights, requires that when a water user has water rights with differing priorities that are decreed to the same reservoir, the Division of Water Resources would administer such rights so that the senior water right is stored and used first. This same principle applies to direct flow water rights with different priorities decreed to the same structure, e.g., a water user must exercise its senior absolute water right before it exercises a junior conditional water right. The CWCB's use of a decreed ISF water right and an acquired water right that has been changed to add ISF use does not fit either of these scenarios.

The Seniors first policy cannot be applied to the CWCB's statutory right to appropriate water to preserve the natural environment to a reasonable degree and to acquire water to preserve *or improve* the natural environment to a reasonable degree under section 37-92-102(3), C.R.S. (2008) because it would defeat the purpose of the statute. Further, the Seniors First policy requires the use of the senior prior to or simultaneously with the junior water right. It does not prevent the use of the senior water right for one beneficial use (improvement of the natural environment) while also using the junior right to the extent available for a different beneficial use (preservation of the natural environment to a reasonable degree).

When a court construes a statute, it must: (1) consider the statute as a whole so as to ascertain the legislative intent; (2) construe the whole of the act to give a consistent, harmonious, and sensible effect to all of its parts; and (3) consider the ends that the statute was designed to accomplish and the consequences that would follow from alternative constructions. Adams v. Colorado Dept. of Social Services, 824 P.2d 83, 86 (Colo. App. 1991). The plain meaning of the words "improve" and "preserve" shows that the terms imply two different standards of care. "Improve" means to: "1. To advance to a better quality or state;" and "2. To make advantageous additions or changes." *Webster's II New College Dictionary*, 3rd Edition (2005). "Preserve" means "1. To keep safe, as from injury or peril: Protect" and "3. To keep or maintain intact." *Id.*

In order to give effect to the words chosen by the General Assembly in authorizing the CWCB to improve as well as preserve the natural environment to a reasonable degree, a court must interpret "improve" to mean a higher standard of protection than "preserve." The General Assembly must have contemplated the use of an acquired water right to improve that would "stack," or be used in combination with an already existing instream flow that preserves the natural environment to a reasonable degree. This interpretation is the only reasonable construction of the statute.

Under the District's argument, the CWCB could never exercise a senior acquired water right to improve the natural environment to a reasonable degree as authorized by the General Assembly because it would first have to call that senior right before it could call its junior ISF water right. If the CWCB must first call the senior right, it could only be used to preserve the natural environment to a reasonable degree because "improvement" only occurs after "preservation" has been met. This interpretation would lead to an absurd result and nullify the legislative intent to allow the CWCB to improve, as well as preserve, the natural environment to a reasonable degree.

Further, the CWCB's authority to promulgate rules regarding Colorado's Instream Flow and Natural Lake Level Program is well established. The CWCB's Rules are presumed to be valid and the objectors would have the burden of establishing the invalidity. Wine & Spirits Wholesalers of Colorado, Inc. v. Colorado Department of Revenue, 919 P.2d 894 (Colo.App.1996). Great deference must be given to an agency's construction of its own governing statute. Amax, Inc. v. Colorado Water Quality Control Commission, 790 P.2d 879 (Colo App. 1989). The CWCB provides for "stacking" in its Instream Flow Rules. Rule 4o defines stacking as "an instance in which the Board holds more than one water right for the same lake or reach of stream and exercises the rights independently according to their decrees."

In conclusion, the District's argument that the CWCB cannot "stack" ISF water rights with the Stapleton Brothers Ditch Water Right because of the "Senior's First" policy of the State Engineers office is without merit.

IV. WITNESSES

The following witnesses may testify at the hearing as described below, may give rebuttal testimony, and may be available at the hearing to answer questions from the Board.

1) Mark Uppendahl, Instream Flow Coordinator for the Colorado Division of Wildlife, may testify on his: (1) data collection and field observations of the natural environment on the subject reaches of Maroon Creek and the Roaring Fork River; and (2) professional opinion regarding the benefits to the natural environment that the acquired water will provide.

2) Alan Martellaro, P.E., Division Engineer for Water Division 5, Kyle Whitaker, P.E., Assistant Division Engineer for Water Division 5, or Bill Blakeslee, Water Commissioner for District 38, Water Division 5, may testify on how the acquired water right would be administered for instream flow use.

3) Linda Bassi, Chief, CWCB Stream and Lake Protection Section, may testify on information related to the ISF Rule 6 factors.

4) CWCB staff may call any witness declared by any other party.

V. EXHIBITS TO BE INTRODUCED AT HEARING

Most of the exhibits listed are in the hearing record and therefore are not provided again with this document. Any of these exhibits is available upon request. Items 2, 3, 8, 9 and 10 are attached to this document.

1) Proposed acquisition agreement between Pitkin County and the CWCB entitled "Declaration of a Revocable Trust."

2) Maroon Creek Water Rights Map and Maroon Creek Water Rights Table. **(Attached)**

3) Roaring Fork River Water Rights Map and Roaring Fork River Water Rights Table. **(Attached)**

4) Decree, Case No. CA3000, District Court, Garfield County.

5) Decree, Case No. 99CW306, Water Division 5.

6) Report on Change of Stapleton Brother's Ditch Water Right and Plan for Augmentation by Joe Tom Wood, dated June 7, 2000, Case No. 99CW306.

7) CWCB Staff Memo to Board (and appendices), dated January 20, 2009.

8) Letter from Mark Uppendahl, Instream Flow Coordinator, Colorado Division of Wildlife, to Linda Bassi of CWCB staff dated August 26, 2009. **(Attached)**

9) Decree, Case No. 76W-2945, Water Division 5. **(Attached)**

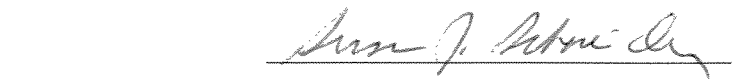
10) Decree, Case No. 85CW646, Water Division 5. **(Attached)**

11) Staff may introduce demonstrative, rebuttal or other exhibits as allowed by the CWCB or agreed upon by the Parties.

12) Staff may rely on any exhibits introduced or disclosed by any other party to this hearing.

RESPECTFULLY submitted this 27th day of August, 2009.

JOHN W. SUTHERS
Attorney General



SUSAN J. SCHNEIDER*, 19961
First Assistant Attorney General
Natural Resources and Environment Section
Attorneys for the Colorado Water Conservation
CWCB
*Counsel of Record

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Prehearing Statement of Staff of Colorado Water Conservation Board was served on this 27th day of August, 2009 upon the following via electronic mail:

Paul Noto, Esq.
Patrick, Miller & Kropf, P.C.
730 E. Durant Ave., Suite 200
Aspen, Colorado 81611
noto@waterlaw.com

Board of County Commissioners for Pitkin County
c/o John Ely, Esq.
Courthouse Plaza
530 E. Main St., 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Scott Balcomb, Esq.
David C. Hallford, Esq.
Chris L. Geiger, Esq.
Sara M. Dunn, Esq.
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Amy Beatie
Colorado Water Trust
1430 Larimer St., Suite 300
Denver, Colorado 80202
abeatie@coloradowatertrust.org

Linda J. Bassi

Tab 12

EXHIBIT 1

Declaration of a Revocable Trust
(The Pitkin County Water Rights Revocable Trust)

RECITALS

WHEREAS, this Declaration of a Revocable Trust ("Trust Agreement") is made and executed this _____ day of _____, 20____, by and between the Board of County Commissioners for the County of Pitkin ("Settlor") and the Colorado Water Conservation Board ("Trustee" or "CWCB") (collectively, the "Parties").

WHEREAS, the Trustee is a Colorado administrative agency that was created by statute in 1937 for the purpose of aiding in the protection and development of the waters of the state. It is responsible for water project planning and finance, stream and lake protection, flood hazard identification and mitigation, weather modification, river restoration, water conservation and drought planning, water information, and water supply protection. Pursuant to Colorado law, it has the exclusive authority to hold instream flows in the state of Colorado.

WHEREAS, the Trustee is authorized by Section 37-92-102(3), C.R.S. (2008), to acquire from any person, including any governmental entity, such water, water rights or interests in water as it determines may be required for instream flows to preserve or improve the natural environment to a reasonable degree and to take whatever action may be needed to ensure such instream flows remain in the river.

WHEREAS, the Trustee holds numerous instream flow water rights in the Roaring Fork and Crystal Rivers, and their tributaries ("Roaring Fork River Basin"). In dry years, these instream flow water rights have been known to suffer shortages to varying degrees, with some shorted in the extreme.

WHEREAS, Settlor owns various water rights in the Roaring Fork River Basin, which it holds to manage for the citizens of Pitkin County. Settlor may also acquire various water rights through lease or other contractual arrangements or acquisitions. Some of Settlor's water rights were acquired through Settlor's Open Space and Trails Department with restricted funds and may not be converted or sold without voter approval. Some of Settlor's water rights were acquired through Settlor's Airport Enterprise Fund pursuant to the Taxpayers' Bill of Rights ("TABOR"), under Article X, Section 20 of the Colorado Constitution, and must be managed in a manner consistent with the nature of such enterprise.

WHEREAS, Settlor desires to create a revocable trust of the water rights described in **Exhibits A-1 and A-2**, attached hereto and incorporated herein by reference (collectively, the "Trust Estate") for the purposes hereinafter set forth. Creation of the revocable trust is intended to assist in providing more water when needed for the Trustee's instream flow reaches in the Roaring Fork River Basin.

WHEREAS, Section 37-92-102(3), C.R.S., allows the Trustee to use water rights acquired through leases, loans and other arrangements for instream flow purposes pursuant to amendments to Sections 37-92-102(3), 37-92-103(2), and 37-92-305(3), C.R.S. House Bill 08-1280, signed by Governor Ritter on April 21, 2008, provides certain protections for water rights provided to the CWCB for use in the Instream Flow Program, pursuant to amendments to Sections 37-92-102(3), 37-92-103(2) and 37-92-305(3), C.R.S. It is specifically contemplated that each of those protections shall apply to the Trust Estate and a description of those protections shall be included in each of the water court decrees obtained pursuant to this Trust Agreement.

WHEREAS, the Settlor agrees to execute such further instruments as shall be necessary to vest the Trustee with full authority to manage the Trust Estate, and the Trustee agrees to hold the Trust Estate for the following uses and purposes set forth herein and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

REVOCABLE TRUST

I. Purpose of the Trust. The purpose of the Trust is to preserve and improve the natural environment to a reasonable degree by providing water rights to supplement instream flows in the Roaring Fork River Basin. In accordance with the entrustment by Settlor and the provisions of this Trust Agreement, Trustee will hold, manage, and operate the Trust Estate in a manner that maximizes the purpose of the Trust.

II. Beneficiary of the Trust.

The Trust is a self-benefited trust, with the Board of County Commissioners of Pitkin County being the beneficiary of the Trust.

III. Delivery of the Trust Estate.

A. Ownership of the Trust Estate shall not be transferred from the Settlor to the Trustee as a result of the entrustment contemplated by this Trust Agreement.

B. The Settlor and Trustee shall, within six (6) months of the execution of this Trust Agreement, file an application, as co-applicants, with the District Court in and for Water Division 5 (the "Water Court") to change the use of the Stapleton Brothers Ditch water rights identified in **Exhibit A-1** to add instream flows as a beneficial use (the "Stapleton Water Court case"). The Stapleton Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Stapleton Water Court case. The Settlor shall have the right to dismiss the Stapleton Brothers Water Court case if it appears likely to the Settlor that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the

Stapleton Brothers Ditch water rights. The Settlor shall consult with the Trustee prior to taking any action to dismiss the Stapleton Water Court case. The Stapleton Brothers Ditch water rights identified in **Exhibit A-1** shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in the Stapleton Water Court case.

C. The Settlor and Trustee's staff shall, within twelve (12) months of the Effective Date of this Agreement, begin the process to obtain approval of the CWCB to add the water rights identified in **Exhibit A-2** to the Trust Estate in accordance with the procedures set forth in Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, or any other applicable Rule duly promulgated by the CWCB and in effect at the time of such addition. Settlor shall not be obligated to proceed with such addition if CWCB approval requires terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the water rights. After obtaining such approval and within twelve (12) months of receipt of a final decree in the Stapleton Water Court case, the Settlor and Trustee shall file a Water Court application, as co-applicants, with the Water Court to change the use of the water rights identified in **Exhibit A-2** to add instream flows as a beneficial use (the "Remainder Water Court case"). The Remainder Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Remainder Water Court case. The Settlor shall have the right to dismiss the Remainder Water Court case if it appears likely to the Settlor that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the remaining water rights. The Settlor shall consult with the Trustee prior to taking any action to dismiss the Remainder Water Court case. The water rights changed in the Remainder Water Court case shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in the Remainder Water Court case.

D. Each Party shall bear its own costs and expenses in the Water Court cases. The parties shall each bear one-half of the responsibility for any services of an engineer or other consultant necessary to file and prosecute the Water Court cases.

IV. Settlor's Warranties, Rights, and Obligations.

A. The Settlor warrants that it has the legal status and legal capacity to execute, deliver, and perform all requirements of this Trust Agreement and that it has full power and authority to execute and deliver this Trust Agreement and all other documents to be entered into in relation to this Trust Agreement, and it has full power and authority to operate under the entrustment provided for herein.

B. The Settlor reserves the exclusive right at any time and from time to time by instrument in writing signed by the Settlor and delivered to the Trustee to modify or alter this Trust Agreement, in whole or in part, without the consent of the Trustee provided that the duties, powers, and liabilities of the Trustee under this Trust Agreement shall not be changed without its consent; and the Settlor reserves and shall have the right, by instrument in writing, signed by the Settlor and delivered to the

Trustee, to cancel and annul this Trust Agreement, as provided in Section XIV of this Trust Agreement.

C. After the expiration of the Initial Period defined in Section XIV.B, the Settlor may from time to time withdraw all or part of the water rights in the Trust Estate free of trust by delivering an instrument in writing duly signed by the Settlor to the Trustee substantially similar to that attached hereto as **Exhibit B**. Such instrument shall describe the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon immediately cease the use of the water rights described therein. At least thirty (30) days prior to any such withdrawal, the Settlor shall consult with the Trustee regarding the circumstances and timing of the intended withdrawal.

D. The Settlor may at any time and from time to time add water rights to the Trust Estate by providing written notice to the Trustee of such intent, describing the property or portion thereof desired to be added to the Trust Estate, in a form substantially similar to that attached hereto as **Exhibit C**. The Settlor may add water rights to which it holds title or in which it has a contractual or other interest. The Settlor and the Trustee's staff shall obtain approval of the CWCB to add such water rights to the Trust Estate in accordance with the procedures set forth in Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, or any other applicable Rule duly promulgated by the CWCB and in effect at the time of such addition. Settlor shall not be obligated to proceed with such addition if CWCB approval requires terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the water rights. After obtaining such approval, the Settlor and Trustee shall file a Water Court application to add instream flow uses as a beneficial use ("Supplemental Water Court case"). Any Supplemental Water Court case shall be prosecuted pursuant to Sections 37-92-102(3) and 37-92-305, C.R.S., as amended by House Bill 08-1280. The protections of House Bill 08-1280 shall be specifically incorporated in any decree obtained in the Supplemental Water Court case. The Settlor shall have the right to dismiss any Supplemental Water Court case if it appears likely to the Settlor that a decree will be entered with terms and conditions that would: (i) establish an unreasonable obligation on the Settlor or (ii) substantially decrease the value of the supplemental water rights. The Settlor shall consult with the Trustee prior to taking any action to dismiss any Supplemental Water Court case. The water rights changed in any Supplemental Water Court case shall be deemed delivered to and available for use by the Trustee upon receipt of a final decree in such Supplemental Water Court case.

E. The Settlor shall arbitrate, sue upon, defend against, or otherwise deal with and settle claims in favor of or against the Trust Estate as it deems best and the Settlor's decisions regarding and ultimate resolution of any such claims shall be binding and conclusive.

F. Nothing herein shall limit the Settlor's ability to protect the Trust Estate by filing statements of opposition in water court cases that may potentially injure the

Trust Estate; provided, however, that the Settlor shall consult with the Trustee regarding any such statements of opposition prior to filing.

G. The Settlor may bring about beneficial use of the historical consumptive use of the Trust Estate downstream of the instream flow reach benefited by the Trust Estate as fully consumable reusable water or in any other manner allowed by law.

V. <u>Trustee's Warranties, Rights, and Obligations</u>.

A. The Trustee warrants that it has the legal status and legal capacity to execute, deliver, and perform all requirements of this Trust Agreement and that it has full power and authority to execute and deliver this Trust Agreement and all the other documents to be entered into by it in relation to this Trust Agreement, and it has full power and authority to operate under the entrustment provided for herein.

B. The Trustee shall use the Trust Estate for the purposes of preserving or improving the natural environment to a reasonable degree by protecting streamflows in the state of Colorado under Section 37-92-102(3), C.R.S., as amended by House Bill 08-1280, at all times as allowed by all applicable water court decrees and Colorado law, so long as this Trust Agreement is in effect.

C. The Trustee shall be responsible for all administration, monitoring and measuring required by the Division Engineer to use the Trust Estate for instream flow purposes. To the extent that the Division Engineer requires installation of stream gages or other measuring devices in connection with such use, the Trustee shall be responsible for such installation. The Trustee shall be responsible for maintaining all records required by the Division Engineer for administration of the Trust Estate for instream flow purposes. The Trustee and Settlor shall coordinate on whether the Settlor may provide assistance with the operation and maintenance of any such required stream gages or other measuring devices.

D. On January 15 of each year that the Trust Agreement is in force, the Trustee shall provide an annual update to the Settlor regarding use of the Trust Estate for instream flow purposes, including but not limited to flow data from the preceding year, any enforcement activities from the previous year, and planned operations and other considerations for the forthcoming year.

E. The Trustee agrees to undertake such acts as are reasonably required to carry out the tenor, purpose, and intent of this Trust Agreement. To that end, the Trustee shall place a call or conduct whatever other activities are available to it under the law to enforce the seniority of the Trust Estate in the event the instream flow water right being benefited by all or a portion of the Trust Estate is injured or is presumed to be injured by other water users. If such activities include filing statements of opposition to water court cases, the Trustee shall identify this Trust Agreement in any such statement of opposition. Nothing herein shall diminish the CWCB's right to exercise its discretion regarding enforcement of instream flow water rights; however, the CWCB

acknowledges that the intended use of the Trust Estate is to preserve or improve the natural environment to a reasonable degree.

F. The Trustee shall not assign, pledge, sell, or transfer in any manner any part of the Trust Estate, nor shall it have the power to encumber any part of the Trust Estate.

G. The Trustee shall not engage in any activity that will harm the Settlor's interest the Trust Estate.

VI. Covenant. This Trust Agreement shall be a covenant which runs with the Trust Estate. This Trust Agreement shall be recorded by the Settlor with the Clerk and Recorder of Pitkin County, Colorado and of Garfield County, Colorado.

VII. Notice. Any notice, request, demand and other correspondence made as required by or in accordance with this Trust Agreement shall be made in writing and delivered to the relevant Party at the contact information set out below. Such notice or other correspondence shall be deemed to have been delivered when it is transmitted if transmitted by facsimile, when it is delivered if delivered in person, and three (3) days after posting the same if posted by mail.

To Settlor:

John M. Ely, Esq.
Pitkin County Attorney
530 East Main Street, Suite 302
Aspen, Colorado 81611-1948
Fax: (970) 920-5198

To Trustee:

Linda J. Bassi
Chief, Stream and Lake Protection Section
Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203
Fax: (303) 866-4474

VIII. Interpretation. This Trust Agreement shall be construed, regulated, and governed by and in accordance with the laws of the State of Colorado and shall be interpreted broadly to effect its purpose.

IX. Integration Clause. This Trust Agreement shall supersede all previous agreements between the Parties, and shall be binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

X. Dispute Resolution; Jurisdiction and Venue. Pursuant to Section 37-92-102(3) C.R.S., the terms of this Trust Agreement shall be enforceable by each party as a water matter in the District Court for Water Division 5; provided, however, that before

commencing any action for enforcement of this Agreement, the party alleging a breach shall notify the other party in writing of the alleged breach and the parties shall make a good faith effort to resolve their differences through informal consultation.

XI. **No Waiver**. Any failure or delay by a Party in exercising any of its rights, powers and remedies hereunder or in accordance with laws (the "Party's Rights") shall not lead to a waiver of such rights, and the waiver of any single or partial exercise of the Party's Rights shall not preclude such Party from exercising such rights in any other way and exercising the remaining part of the Party's Rights.

XII. **Severability**. Each provision contained herein shall be severable and independent from each of other provisions, and if at any time any one or more provisions herein are found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions herein shall not be affected as a result thereof.

XIII. **Amendments**. Any amendments or supplements to this Trust Agreement shall be made in writing and shall take effect only when properly signed by the Parties to this Agreement.

XIV. **Term and Termination of the Trust**. This Trust Agreement shall become effective upon its execution.

A. The term of this Trust Agreement is perpetual unless terminated as allowed by this Section XIV.

B. This Trust Agreement may not be terminated during the initial five (5) years after this Trust Agreement is executed ("Initial Period").

B. After the expiration of the Initial Period, this Trust Agreement may be terminated upon at least two (2) months prior notice in writing by either Party to the other Party to terminate the Trust hereunder, after which the Trust hereunder shall terminate at the expiration of such two (2) month period or at a later date specified in the termination notice. At least fifteen (15) working days prior to providing such notice, the Party initiating the termination shall consult with the other Party regarding its intent to terminate the Trust Agreement.

D. The Trust Agreement shall also be terminated upon occurrence of any event that leads to such termination in accordance with the laws of the State of Colorado.

E. Upon termination of the Trust Agreement, the Trust Estate shall belong to the Settlor and the Trustee shall act at the instruction of Settlor to take all reasonable actions immediately necessary to return the Trust Estate and management thereof to the Settlor.

XV. Rule Against Perpetuities. If it shall be determined that any provisions of the Trust Agreement violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, the affected portion of the Trust Estate shall be administered as provided in this Trust Agreement until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust Estate shall be removed from the Trust and returned to the quiet possession of the Settlor.

I certify that I have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate is to be held and managed by the Trustee.

Dated as of the date set forth above.

SETTLOR, BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY:

_____
By: _____
Its: _____

ATTEST:

_____
By: _____
Its: Secretary

_____
[Trustee]

Exhibit A-1

Description of Trust Estate – Stapleton Brothers Ditch Water Rights

Name	Decree	Source	Amount
Stapleton Brothers Ditch	99CW306	Roaring Fork River	4.3 cfs (119.25 AF/yr)

Exhibit A-2
Description of Trust Estate – Remaining Water Rights

Name	Decree	Source	Amount
Cramer Ditch, Original Construction	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, First Enlargement	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, Second Enlargement	C.A. No. 132	Sopris Creek	0.143 cfs
Cramer Ditch, Third Enlargement	C.A. No. 3082	Sopris Creek	0.143 cfs
Cramer Ditch (aka Beard Ditch)	W-867	Sopris Creek	0.143 cfs
Cramer Ditch (aka Beard Ditch) (appropriation date 8/25/1961)	W-867	Sopris Creek	0.143 cfs
Cramer Ditch, Fourth Enlargement	W-3414	Sopris Creek	0.143 cfs
Home Supply Ditch, Original Construction	C.A. No. 132	Roaring Fork River	0.5 cfs
Home Supply Ditch, First Enlargement	C.A. No. 2811	Roaring Fork River	0.5 cfs
Home Supply Ditch, Second Enlargement	C.A. No. 3082	Roaring Fork River	0.5 cfs
Home Supply Ditch (alternate point of diversion)	W-1801	Roaring Fork River	0.5 cfs
U.S. Green Ditch No. 2	C.A. No. 4033	Unnamed tributary of the Roaring Fork River	1.0 cfs[1]
U.S. Green Ditch No. 1	C.A. No. 4033	Wheel Barrow Gulch	1.0 cfs[2]
J.H. Smith, Warren Creek Ditch No. 1	C.A. No. 4033	Warren Creek	1.5 cfs[3]
U.S. Green Ditch No. 1	C.A. No. 4033	Wheel Barrow Gulch	2.0 cfs[4]
Wilke Ditch	C.A. No. 2136	Crystal River	1.2 cfs
Crystal River Hot Spring Cooling Water Diversion and Pipeline	87CW202	Crystal River	0.5 cfs

[1] May require cooperation with Aspen Center for Endowment Studies.
[2] 1.0 acre-foot per year of historic consumptive use leased to James Hunting until 2038.
[3] Owned in joint tenancy with City of Aspen.
[4] Owned in joint tenancy with City of Aspen.

Name	Decree	Source	Amount
Crystal River Hot Spring and Pool (aka Granite Hot Springs Nos. 1-4)	87CW202	Geothermal groundwater and surface water tributary to the Crystal River	0.01 AF
Low Line Ditch, Original Construction	C.A. No. 1007	Crystal River	1.538088 cfs
Mautz Spring and Mautz Ditch Nos. 1 and 2	C.A. No. 4033	Mautz Spring is the source for the Mautz Ditch Nos. 1 and 2, along with snow, rain and waste water that run into said spring and ditches	2.0 cfs
John Stern Ditch No. 1	C.A. No. 5884 W-3103	Waste and seepage water	0.5 cfs
Jote Smith Ditch, Original Construction	C.A. No. 132	Brush Creek	0.72 cfs
Jote Smith Ditch, First Enlargement	C.A. No. 132	Brush Creek	0.25 cfs
Cozy Point Ditch, Original Construction	C.A. No. 132 92CW007	Brush Creek	0.19 cfs
Cozy Point Ditch, First Enlargement	C.A. No. 3723 92CW007	Brush Creek	0.24 cfs
Upper Wiese Ditch	C.A. No. 2689 92CW007	Brush Creek	0.20 cfs
Upper Wiese Ditch (appropriation date 9/1/1936)	C.A. No. 3723 92CW007	Brush Creek	0.62 cfs
Cozy Point Pond	88CW479 93CW003	Brush Creek	2.0 AF
Stapleton Ditch	C.A. No. 132	Owl Creek	2.0 cfs
Stapleton Ditch, First Enlargement	C.A. No. 132	Owl Creek	0.8 cfs
Bivert Ditch	C.A. No. 132	Owl Creek	0.5 cfs
Bivert Ditch, First Enlargement	C.A. No. 132	Owl Creek	1.0 cfs
Walthen Ditch	C.A. No. 132	Woody Creek	3.0 cfs
Walthen Ditch, First Enlargement	C.A. No. 132	Woody Creek	3.2 cfs

Exhibit B
Notice of Withdrawal

Linda J. Bassi
Chief, Stream and Lake Protection Section
Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203
Fax: (303) 866-4474

Re: Pitkin County Revocable Water Rights Trust – Notice of Withdrawal

Dear Linda:

Pursuant to Section IV.C. of the Pitkin County Revocable Water Rights Trust Agreement, Pitkin County is hereby providing notice of its intent to withdrawal water rights from the Trust Estate. The following water rights will be withdrawn from the Trust Estate:

Name	Decree	Source	Amount

As required by Section IV.C. of the Trust Agreement, Pitkin County contacted the CWCB at least 30 days prior to this notice to discuss the withdrawal of the water rights specified above. Upon receipt of this letter, the CWCB shall immediately cease the use of the water rights specified above for instream flow purposes.

Sincerely,

John M. Ely
Pitkin County Attorney

Exhibit C
Notice of Addition

Linda J. Bassi
Chief, Stream and Lake Protection Section
Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203
Fax: (303) 866-4474

Re: Pitkin County Revocable Water Rights Trust – Notice of Addition

Dear Linda:

Pursuant to Section IV.D. of the Pitkin County Revocable Water Rights Trust Agreement, Pitkin County is hereby providing notice of its intent to add water rights from the Trust Estate. The County wishes to add the following water rights to the Trust Estate:

Name	Decree	Source	Amount

As required by Section IV.D. of the Trust Agreement, we must obtain CWCB approval to acquire the water rights specified above as required by Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program. Please contact me at your convenience to begin the approval process.

Sincerely,

John M. Ely
Pitkin County Attorney

Tab 12

EXHIBIT 2

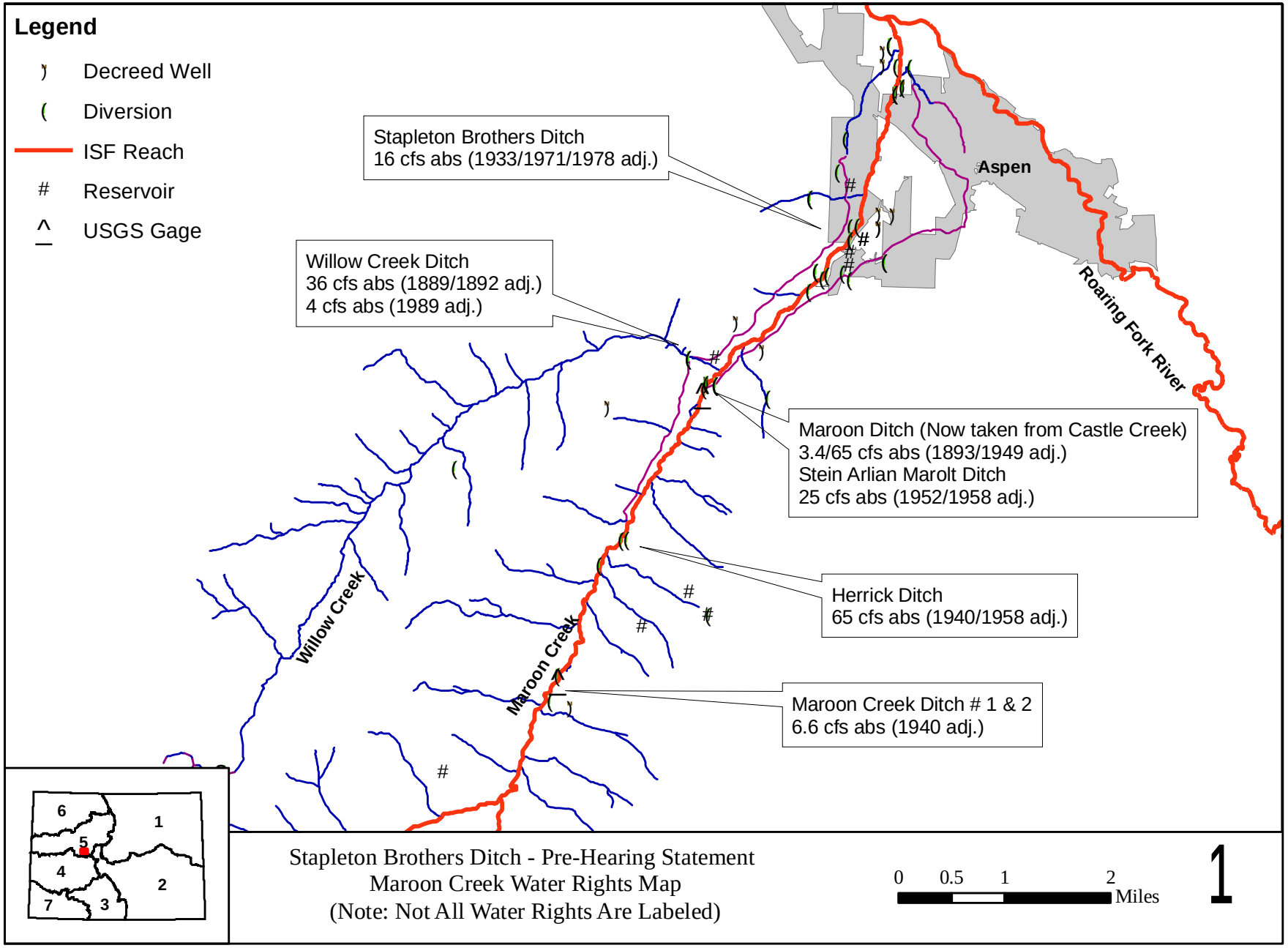

Legend
Decreed Well
Diversion
ISF Reach
Reservoir
USGS Gage
Stapleton Brothers Ditch
16 cfs abs (1933/1971/1978 adj.)
Willow Creek Ditch
36 cfs abs (1889/1892 adj.)
4 cfs abs (1989 adj.)
Maroon Ditch (Now taken from Castle Creek)
3.4/65 cfs abs (1893/1949 adj.)
Stein Arlian Marolt Ditch
25 cfs abs (1952/1958 adj.)
Herrick Ditch
65 cfs abs (1940/1958 adj.)
Maroon Creek Ditch # 1 & 2
6.6 cfs abs (1940 adj.)
Aspen
Roaring Fork River
Willow Creek
Maroon Creek
6
1
5
4
2
7
3
Stapleton Brothers Ditch - Pre-Hearing Statement
Maroon Creek Water Rights Map
(Note: Not All Water Rights Are Labeled)
0
0.5
1
2
Miles
1

Exhibit 2

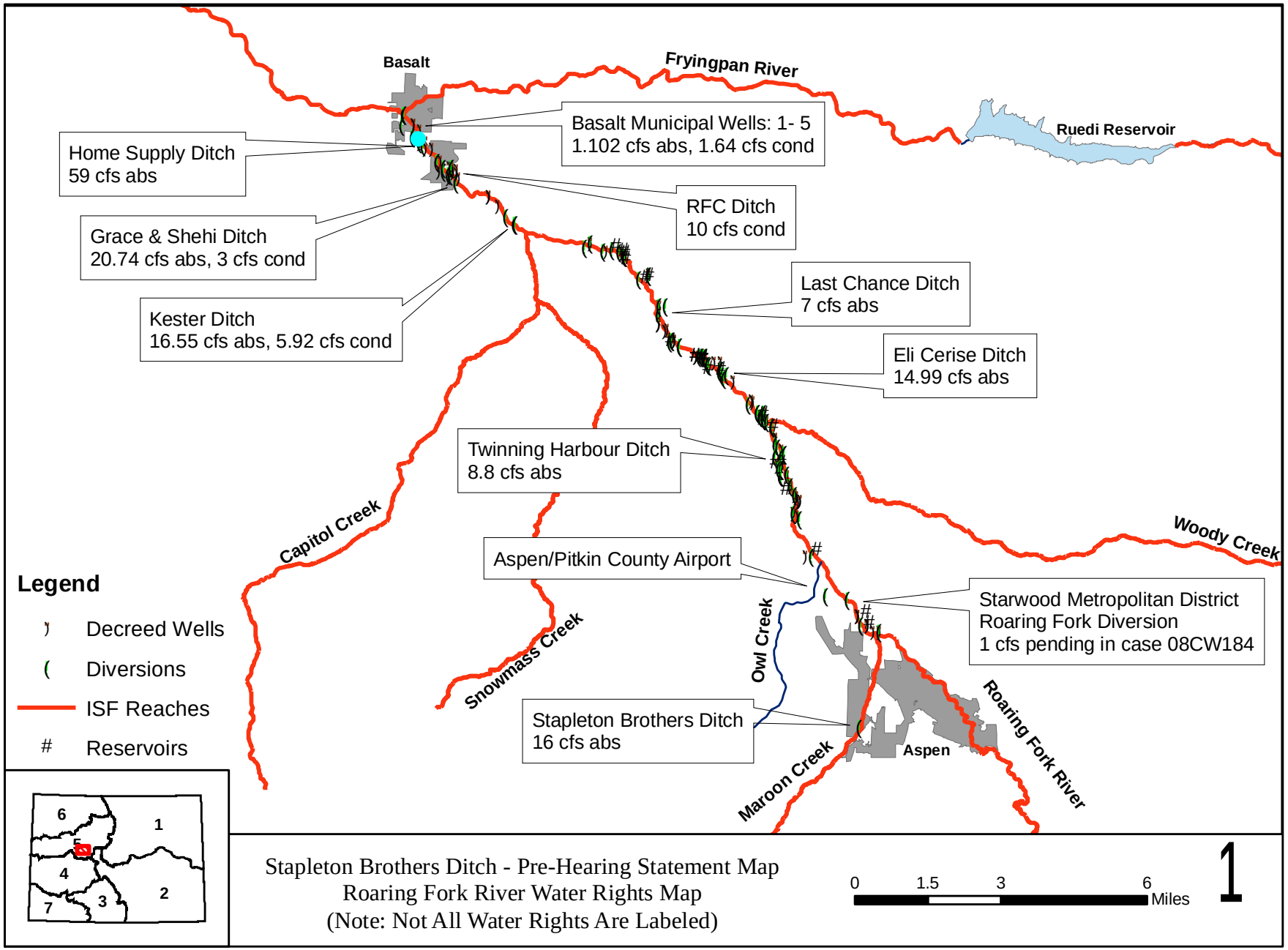
Maroon Creek Water Rights (Bold Structures Shown on Map)

Structure Name	Amount	Adjudication Date	Upstream/Downstream	Owner	Type
AH PIPELINE, 1ST & 2ND ALTERNATE	9 cfs cond	1958/1993	upstream		Pump
AH WELL NO 1 & 2	2 cfs cond	1958/1993	downstream		Well
AH WELL NO 3 & 4	2 cfs cond	1958/1993	upstream		Well
ASPEN HIGHLANDS EXCH	4.88 cfs cond	1993	upstream		Other
BISHOP POND	0.6 af cond	2002	downstream	BISHOP, ARCHER & SANDRA	Reservoir
BISHOP WELL NO 1	0.055 cfs cond	2002	downstream	BISHOP, ARCHER & SANDRA	Well
BULKLEY WELL	0.033 cfs abs	1971	upstream		Well
CARLSON WELL	0.033 cfs abs	1972	upstream	CARLSON, JOHN	Well
CAUDILL LAKE DITCH NO 1	1 cfs abs	1958	downstream	CAUDILL, SAMUEL	Ditch
CAUDILL PIPELINE NO 2 D	0.077 cfs abs	1958	downstream	CAUDILL, SAMUEL	Pipeline
CAUDILL WELL	0.033 cfs abs	1972	downstream		Well
CHURCH WELL	0.066 cfs abs	1936/1988	downstream	ASPEN JEHOVAH WITNSS	Well
GARDNER / LEE WELL NO 1	0.055 cfs cond	2002	downstream	GARDNER, J. ALSTON & BARBARA LEE	Well
GENERAL CONTRACTING W 2	0.22 cfs abs	1972	downstream		Well
HARVEY SPRING	0.044 cfs abs	1972	downstream	HARVEY, HAROLD	Spring
HARVEY WELL	0.04 cfs abs	1972	downstream	HARVEY, HAROLD	Well
HERRICK DITCH	64.86 cfs abs	1940/1958	upstream	DEANE, RICK	Ditch
HIGHLAND POND NO 1, 2 & 3	11.1 af abs	1971	upstream	JONES, WHIPPLE 'WHIP'	Reservoir
HIGHLANDS WTR & SAN DIST	0.22 cfs abs, 0.78 cfs cond	1976	upstream	CITY OF ASPEN (OVEREYNDER, PHIL)	Pipeline
JONES FISH POND 3 INLT 1 & 2	3.5 cfs abs	1958	upstream	JONES, WHIPPLE 'WHIP'	Ditch
JONES FISH POND NO 1 & 2	5 cfs abs	1958	upstream	JONES, E	Reservoir
JONES PIPELINE NO 1 & 2	3.29 cfs abs	1958	upstream	JONES, E	Pipeline
LOUSHIN DITCH	1.575 cfs abs	1952	upstream	LOUSHIN, FRANK	Ditch
LOWR STERNER SPRING	0.002 cfs abs	1972	downstream	USDA FS	Spring
MAROON CR PL & DIVR DAM	72.9 cfs cond	1980	upstream	CITY OF ASPEN (OVEREYNDER, PHIL)	Pipeline
MAROON CREEK DITCH NO 1 & 2	**6.6 cfs abs**	**1940**	**upstream**	**STEIN, MARGE**	**Ditch**
MAROON CREEK RESERVOIR	4567 af abs	1971	upstream	CITY OF ASPEN (OVEREYNDER, PHIL)	Reservoir
MAROON DITCH	**68.4 cfs abs**	**1893/1949**	**upstream**	**CITY OF ASPEN (OVEREYNDER, PHIL)**	**Ditch**
MAROON LK CG SPRING	0.01 cfs abs	1972	upstream	USDA FS	Spring
MIN FLOW EAST MAROON CR	10 cfs abs	1976	upstream	COLORADO WATER CONSERVATION BOARD	Other
MIN FLOW MAROON CREEK	14 cfs abs	1976	upstream/downstream	COLORADO WATER CONSERVATION BOARD	Other
MIN FLOW WEST MAROON CR	4 cfs abs	1985	upstream	COLORADO WATER CONSERVATION BOARD	Other
MIN LAKE WILLOW LAKE	420 af abs	1976	upstream	COLORADO WATER CONSERVATION BOARD	Reservoir
MOMENT OF TRUTH WTR SUPL	0.111 cfs cond	1994	upstream	ASPEN HIGHLANDS MOUNTAIN LLC	Spring
MORSE UPPER SPRING	0.1 cfs abs	1971	downstream		Spring
NESTELL DITCH		1893	upstream	CITY OF ASPEN (OVEREYNDER, PHIL)	Ditch
PEARSON SPRING DITCH	2 cfs ab	1958	upstream	JONES, WHIPPLE 'WHIP'	Ditch
SAMUEL J CAUDILL JR SP D	0.004 cfs abs	1958	downstream	CAUDILL, SAMUEL	Spring
SILVERBAR CG SPRING	0.001 cfs abs	1972	upstream	USDA FS	Spring
SILVERBELLCG SPRING	0.001 cfs abs	1972	upstream	USDA FS	Spring
SILVERQUEEN WELL	0.001 cfs abs	1972	upstream	USDA FS	Well
STAPLETON BROTHERS DITCH	**16.01 cfs abs**	**1933/1971/1978**		**VRANY, LADA**	**Ditch**
STEIN ARLIAN MAROLT D	**25 cfs abs**	**1952/1958**	**upstream**	**CITY OF ASPEN (OVEREYNDER, PHIL)**	**Ditch**
T LAZY 7 WELL NO 3	0.067 cfs abs	2002	upstream	T LAZY 7 RANCH	Well
V U PIPELINE DITCH	3.4 cfs abs	1958	upstream	VOORHEES, J	Ditch
VOORHEES URSCHEL PL	0.35 cfs abs	1970	upstream	LARSEN, MARCELLA	Pipeline
WILLOW CREEK DITCH	**40 cfs abs**	**1889/1892/1989**	**upstream**	**RICK DEANE, ET AL**	**Ditch**
WILLOW CREEK DITCH NO 2 & 3	3 cfs abs	1952	upstream	DEANE, RICK	Ditch
ZOLINE BUTTERMILK WELL	0.033 cfs cond	1986	downstream	ZOLINE, JOSEPH	Well
ZOLINE SPRING NO 1 & 2	0.066 cfs abs	1990	downstream	JOSEPH T ZOLINE	Spring

Exhibit 2

Tab 12

EXHIBIT 3



Stapleton Brothers Ditch - Pre-Hearing Statement Map
Roaring Fork River Water Rights Map
(Note: Not All Water Rights Are Labeled)

1

EXHIBIT 3

Roaring Fork Water Rights (Bold Structures Shown on Map)

Structure Name	Amount	Owner	Type
ALCORN PUMP	0.033 cfs abs		Pump
AMR RESERVOIR	0.54 af cond		Reservoir
AMR WELL NO 1	0.066 cfs cond		Well
ANNIE WELL NO 1	0.033 cfs abs		Well
ASPEN GERBAZ WELL NO 2 & 3	3.0 cfs apex abs	ASPEN VILLAGE INC (CURTIS, JIM)	Well
ASPEN METRO FINAL TRT PL	6.51 cfs abs, 1 cfs cond	ASPEN SANITATION DISTRICT	Pipeline
ASPEN METRO WELL NO 1 & 2	0.26 cfs abs	CITY OF ASPEN (OVEREYNDER, PHIL)	Well
BASALT MUNICIPAL WELL 1-5	**1.102 cfs abs, 1.64 cfs cond**	**TOWN OF BASALT**	**Well**
BEAVER SP TROUT P D PL	2 cfs abs		Spring
BEAVER SP02-10 TROUT P D PL	18 cfs apex abs	ROGERS, BERNARD	Spring
BEAVER SPG D & PL SPG 1, 2, 3 & 4	0.35 cfs abs, 1.05 cfs apex abs	ROGERS, BERNARD	Spring
BERT WELL NO 1, 2 & 3	1.5 cfs apex abs		Well
BLACKACRE D NO 2	0.1 cfs cond	BLACKACRE FARM (SHELLMAN JR, DWIGHT)	Ditch
BLACKACRE WELL NO 1	0.033 cfs abs	BLACKACRE FARM (SHELLMAN JR, DWIGHT)	Well
BURNS SPGS 1 2 3 & PL	0.077 cfs abs	JOHN B COOLEY	Pump
BYERS EXCHANGE	1 af abs	EUBANK, DALE	Augmentation Plan
BYERS POND	2 af abs	EUBANK, DALE	Reservoir
BYERS PUMP AND PIPELINE	0.165 cfs abs, 0.055 cfs cond	EUBANK, DALE	Pump
CERISE ARBANEY DITCH	5 cfs abs	CERISE, RENO	Ditch
CHAPMAN POND	2 af cond	ROBERT H CHAPMAN	Reservoir
CHAPMAN PUMP & PIPELINE	0.5 cfs abs, 0.25 cfs cond	ROBERT H CHAPMAN	Pump
CHAPMAN WELL	0.066 cfs abs		Well
CLINTON PUMP PL & DITCH	1 cfs abs	UNDERWOOD, MIKE	Pump
COATES PUMP AND PIPELINE	0.055 cfs abs, 0.055 cfs cond	NELIGH C COATES	Pump
COLLINS LOT 1 & 2 WELL	0.066 cfs cond		Well
CUTTHROAT RESERVOIR	2.36 af abs	SMITH, CHRIS	Reservoir
DEGOLYER WTR PIPELINE 2 & PL SYS	0.033 cfs cond, 0.022 cfs abs	DEGOLYER, E. L.	Ditch
ELI CERISE DITCH	**14.99 cfs abs, 0.41 cfs apex abs**	**MAIN, STEVE**	**Ditch**
ERONCIG POND NO 1 & 2	2.28 af abs		Reservoir
ERONCIG WELL NO 1	0.112 cfs cond		Well
FORKER DITCH	9.3 cfs abs	GRANGE, BILLY	Ditch
FORKER EX&EN WILLIAMS 1D	9.74 cfs apex abs	GRANGE, BILLY	Ditch
FOX SPRING NO 2	3.75 cfs abs	FOX, PATRICK	Spring
FOX WELL	0.132 cfs abs		Well
GARDNER DITCH	1.5 cfs abs	GARDNER, RICHARD J & DONNA K	Ditch
GARDNER WELL POND	6.6 af abs	GARDNER, RICHARD J & DONNA K	Well
GERBAZ-STUTSMAN COM & RES WELL	0.055 cfs abs	RICHARD & DOLORES STUTSMAN	Well
GIBSON POND	0.5 af cond		Reservoir
GIBSON PUMP & PIPELINE	0.222 cfs cond		Pump
GIRARDI DITCH	0.5 cfs cond		Ditch
GIRARDI POND	1 af cond		Reservoir
GIRARDI PUMP AND PIPELINE	0.5 cfs cond		Pump
GO FOUR WELL	0.037 cfs abs		Well
GRACE AND SHEHI DITCH	**20.74 cfs abs, 3 cfs con, 3 cfs apex abs**	**CERISE, RENO**	**Ditch**
HAGMAN DITCH	0.167 cfs abs	HAGMAN, JAMES	Ditch
HARPER POND	0.51 af abs	HARPER, ROBERT & DONNA	Reservoir
HOAGLUND DOMESTIC WELL	0.033 cfs abs	HOGLAND, JOHNY	Well
HOLLAND HILLS EXCHANGE	0.39 cfs cond		Other
HOLLAND HILLS WELL C & D	0.44 cfs cond		Well
HOLLAND HILLS WELL NO 1, 2 & 4	0.44 cfs cond, 0.033 cfs cond		Well
HOME SUPPLY DITCH	**59 cfs abs**		**Ditch**
HOWE SPRING	0.022 cfs cond		Spring
JACONVEL NO 2 WELL	0.033 cfs abs		Well
JAFFEE WELL NO 1 - 6	0.408 cfs abs, 0.778 cfs cond		Well
JOHN CERISE DITCH	5.25 cfs abs, 10 cfs cond	CERISE, RENO	Ditch
JOHN RUEDI DITCH	4.963 cfs abs	ARBANEY, FIERMAN	Ditch
KATAOKA WELL NO 1	0.033 cfs abs		Well
KATHRYN M LONG PUMP	0.067 cfs abs	KATHRYN M LONG	Pump

EXHIBIT 3

Roaring Fork Water Rights (Bold Structures Shown on Map)

Structure Name	Amount	Owner	Type
KENNETH MOORE WELL NO 2	0.033 cfs apex abs	MOORE, KENNETH	Well
KESTER DITCH	**16.55 cfs abs, 5.92 cfs cond**	**MEYER, GUIDO**	**Ditch**
KINDER POND NO 1, 2 & 3	0.058 af abs		Reservoir
KINDER PUMP & PL	0.728 cfs apex cond		Pump
KOPP SPRING A, B, C, D & E	0.181 cfs abs	KOPP, ROB	Spring
LAST CHANCE DITCH	**7 cfs abs**	**MAIN, STEVE**	**Ditch**
LAZY BROOKS POND	0.26 af abs, 0.148 af cond		Reservoir
LAZY BROOKS AUG EXCHANGE	0.001 cfs abs		Other
LAZY BROOKS PIPELINE	0.33 cfs abs, 0.667 cfs cond		Ditch
LAZY BROOKS WELL	0.033 cfs abs, 0.022 cfs cond		Well
LAZY GLEN INC WELL NO 1	0.25 cfs apex abs	LAZY GLEN INC	Well
LEMOS WATER SYSTEM	0.11 cfs abs	LEMOS, DON	Pipeline
MEYER WELL	1 cfs apex abs	MEYER, GUIDO	Well
MIKE GERBAZ WELL SYSTEM	0.022 cfs abs		Well
NO 1 BEER WELL	0.033 cfs abs		Well
NO 2 WHISKEY WELL	0.033 cfs abs		Well
ODONNELL PUMP & PIPELINE	0.78 cfs abs, 0.5 cfs apex abs	ROARING FORK RANCH PARTNERS	Pump
PASTURES PIPELINE	0.544 cfs abs, 0.55 cfs cond	WOODY CREEK PASTURES (O'DONNELL, BILL &	Pipeline
PASTURES POND	15 af cond	WOODY CREEK PASTURES (O'DONNELL, BILL &	Reservoir
PEARL WELL	0.033 cfs cond	DAVID JAMES & DOUG PEARL	Well
PHILLIPS CAB & TR CT SP1	0.11 cfs abs	PHILLIPS, CON	Ditch
PHILLIPS LOWER SPG NO 2	0.033 cfs abs	PHILLIPS, CON	Spring
PHILLIPS NO 1 WELL	0.033 cfs abs	PHILLIPS, CON	Well
PHILLIPS TRAILER CT NO 1	0.165 cfs abs		Well
PINE GROVE EXCHANGE	0.728 cfs abs	ASPEN PINES FINANCIAL CORP	Other
PINES GROVE PIPELINE	0.728 cfs abs, .29 cfs cond, 1.745 cfs apex abs	ROARING RIVER RANCH	Pipeline
PINES GROVE POND SYSTEM	7 af abs	ASPEN GROVE FINANCIAL CORP	Reservoir
PITKIN CO AIRPORT EXCHANGE	0.14 cfs cond		Other
RED BUTTE POND SYSTEM	6.72 af cond		Reservoir
RED BUTTE RANCH WELL 1	0.066 cfs abs, 0.264 cfs cond		Well
RED BUTTE RNCH PND 1 AUG PND	3 af cond		Reservoir
RFC DITCH	**10 cfs cond**		**Pump**
RFC FIRST EXCHANGE REACH	1.8 cfs ab		Other
RFC PUMP & PIPELINE	2 cfs cond		Pump
RFC WELL NO 1, 2, 3, 4, 5, 6 & 7	2.73 cfs cond, 0.033 cfs abs		Well
RFC WELL NO 7	0.033 cfs cond, 0.033 cfs abs		Well
ROARING FK WTR ASSOC W 1 & 2	0.125 cfs abs		Well
ROARING FORK RAILROAD W1 & 2	0.222 cfs cond, 0.222cfs apex ab		Well
ROGERS EXCHANGE	0.025 cfs cond		Other
ROGERS POND	3 af cond	ROGERS, DOUG & JENNIFER	Reservoir
ROGERS RIVER INTAKE	0.056 cfs abs		Pipeline
ROSS SPRING	0.08 cfs abs		Spring
SALCOTT RIVER WELL	0.029 cfs abs 0.004 cfs cond	SALCOTT HOLDINGS LTD	Well
ST JUDES WELL NO 1	0.033 cfs abs		Well
TIMROTH WELL NO 1	0.33 cfs abs 0.22 cfs cond	HOLLAND HILLS @ BASALT SUB	Well
TWINING HARBOUR DITCH	**8.8 cfs abs**		**Spring**
W/J RIVER PIPELINE	1.7 cfs abs	JAFFEE, WINK	Pump
WAREHOUSE WELL	0.033 cfs cond		Well
WHEATLEY DITCH	6 cfs abs		Ditch
WHEATLEY DITCH NEW PT	1.4 cfs abs		Ditch
WHITMER D & PD PR , STO RT	1 cfs cond, 1 af abs	WHITMER, GORDON	Ditch
WHITMER SPRING	0.033 cfs abs		Spring
WILDBROOK WELL NO. 1	0.11 cfs abs	WILDBROOK LTD LIABILITY	Well
WILLIAMS NO 1 DITCH	3.44 cfs abs	MYERS, BOB	Ditch

EXHIBIT 3

Tab 12

EXHIBIT 4

State of Colorado)
) ss.
County of Pitkin)

In the District Court

No. 3000

In the matter of the application of James Stapleton and Timothy Stapleton for an adjudication of their priority of right of the use of water from Maroon Creek for irrigation and other beneficial purposes, through the Stapleton Brothers' Ditch in Water District No. 38.

DECREE

FILED
IN DISTRICT COURT
GARFIELD COUNTY, COLORADO
OCT 19 1933
CLERK

Now on this 16th day of October, A.D. 1933, the same being one of the regular juridicial days of the October term, A.D.1933, of our District Court, the above entitled matter comes on regularly to be heard on the Petition of James Stapleton and Timothy Stapleton and of the objections and protests made and entered herein on the 18th. day of August, A.D. 1933, fixing a time of this hearing and prescribing the notice thereof, to be given to all persons interested adversely therein. The Petitioners appearing by their attorney Wm. R. Shaw, Esq., and no other person or corporation appearing in opposition or otherwise and the time allowed having now expired, thereupon the Petitioners, James Stapleton and Timothy Stapleton, offered evidence in support of their rights and claims made by them herein and the Court having heard and considered the same and being well and fully advised in the premises does now find with reference to the rights and claims of the said James Stapleton and Timothy Stapleton, Petitioners herein,

First: That the Petitioner, James Stapleton and Timothy Stapleton, are the owners of and entitled to the immediate possession of the following described lands situate in Pitkin County, State of Colorado, to-wit: The west half of the northwest quarter, Sec. 9, T. Lo, R. 85, Lots 12, 26, 27, Sec. 27 T. 9 R. 85, East quarter of the southeast quarter Sec. 28, T.9 R. 85, Lot 1, Sec. 33, T. 9 R. 85, lot 17, Sec. 34, T. 9, R. 85, Lot 19, Sec. 27, T. 9 R. 85, Lots 2, 5, 13, 14, Sec. 34, T. 9, R. 85, West half of the southeast quarter, east half of the southwest half, Sec. 34, T. 9. R. 85, West half of the northwest quarter, northwest quarter of the southwest quarter Sec. 34, T.9, R. 85, Lots 7, 10, 15, 16, Sec. 34, T. 9 R. 85.

All of the above described lands being in Township nine south, Range eighty-five, West, sixth principal meridan, containing

of which 400 acres are under cultivation, all being situate Or irrigation in Water District number 38, Pitkin County, State of Colorado, and are further susceptible of irrigation from the water of the Maroon Creek through the Stapleton Brothers' Ditch.

Second: That the Petitioners are the sole claimants of the said Stapleton Brothers' Ditch; that said ditch takes its supply of water from the Maroon Creek in Water District Number 38; that work of construction was commenced June 1904, and completed to a carrying capacity of 19.15 cubic feet of water per second of time, of which 8 Cubic feet of water per second of time has been used by the Petitioners ever since that date u on the lands above described.

Third: That the amount of land lying under the ~~said first enlargement of the~~ said Stapleton Brothers' Ditch, which has been cultivated and irrigated by water from said ditch and the size and carrying capacity thereof is sufficient to entitle the said ditch to an appropriation on the original construction thereof of 8 cubic feet of water per second of time for irrigation purposes for the use and benefit of the Petitioners and their assigns; ~~that the enlargement of the said ditch by reason of its original construction shall be numbered _____ and is entitled to priority number _____ in the decrees of this Court for Water District Number 38, dating from June, 1904.~~

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that the said Stapleton Brothers' Ditch be numbered 189 and is entitled to priority number 269 in the decrees of this Court for Water District Number 38, dating from June, 1904; that said ditch be awarded an appropriation upon the original construction thereof of 8 feet (cubic) of water per second of time dating from June, 1904, and that there be allowed to flow into the said Stapleton Brothers' Ditch from the Maroon Creek for the use and benefit of the Petitioners for irrigation purposes by virtue of said appropriation 8 cubic feet of water per second of time of the waters of the Maroon Creek; and that this Decree shall bind with equal force the heirs and assigns of the

said James Stapleton and Timothy Sterlet n.

IT IS HEREBY FURTHER ORDERED BY THE COURT that these findings and this decree shall be subject to the same general conditions and provisions as are contained in the general decree of this Court made and entered on the 18th day of ~~August~~ May, A. D. 1889, for Water District Number 38.

IT IS HEREBY FURTHER ORDERED BY THE COURT that this cause be hereafter omitted from the docket of the court subject to restoration thereon upon the application of the said Petitioners, their heirs and assigns, upon due and proper notice, for the purpose of such further adjudication, if any, he may seek to obtain by reason of the bringing of additional of their said lands under irrigation as aforesaid.

DONE IN OPEN COURT.

John J. Thomas

JUDGE

Tab 12

EXHIBIT 5

RECEIVED
FEB 04 2005
WATER RESOURCES
STATE ENGINEER
COLO

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO 109 - 8th Street, Suite 104 Glenwood Springs, CO 81601-3361 (970) 947-3861	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF BOARD OF COUNTY COMMISSIONERS, PITKIN COUNTY, STATE OF COLORADO IN PITKIN COUNTY	▲ COURT USE ONLY ▲ Case Number: 99CW306

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE OF THE WATER COURT

This matter has come before the Water Judge upon the application of the Board of County Commissioners of Pitkin County for a change of the Stapleton Brothers' Ditch water right to augmentation use and for approval of a plan for augmentation including appropriative right of exchange. Having made such investigations as are necessary to determine whether or not the statements in the application are true, and being fully advised with respect to the subject matter of the application, the Court hereby enters the following Findings of Fact, Conclusions of Law and Judgement and Decree:

FINDINGS OF FACT

1. Name, address and telephone number of applicant:

   Board of County Commissioners, Pitkin County ("Pitkin County")
   c/o John M. Ely, County Attorney
   530 East Main Street
   Aspen, Colorado 81611
   (970) 920-5190

2. The application in this case was filed with the Water Clerk, Water Division No. 5, on December 29, 1999.

3. Timely and adequate notice of the application was given in the manner required by law. None of the land or water rights involved in this application is located in a designated groundwater basin. The Court has jurisdiction over the subject matter of this proceeding and over all persons or entities who have standing to appear as parties, whether they have appeared or not.

4. Timely statements of opposition to the application were filed by Owl Creek Ranch Homeowners' Association; Twin Lakes Reservoir and Canal Company; Colorado Water Conservation Board; Town of Basalt; Jack Guenther, Trustee Under the Will of Charles F. Urschel, Jr.; and Tiehack Land Partners ("Opposers"). No person or entity has sought to intervene. The time for filing statements of opposition and motions to intervene has expired. Statements of opposition have been withdrawn by Owl Creek Homeowners' Association; Jack Guenther, Trustee under the Will of Charles F. Urschel, Jr.; and Tiehack Land Partners. Pitkin County has entered into stipulations consenting to entry of this decree with Twin Lakes Reservoir and Canal Company; Colorado Water Conservation Board; and Town of Basalt. Those stipulations are hereby incorporated herein by this reference.

5. The Court has consulted with the Division Engineer for Water Division No. 5 as required by law. Pursuant to C.R.S. § 37-92-302(4), the Division Engineer submitted a Summary of Consultation, dated June 12, 2000. A copy of the Summary of Consultation was properly served by Pitkin County on all parties to the case. The Court has duly considered the Summary of Consultation as required by law.

6. This case was initially referred by the Court to the Water Referee for Water Division No. 5, State of Colorado. With all opposing parties having either withdrawn their statements of opposition or entered into stipulations with Pitkin County consenting to entry of decree, the Referee approved Pitkin County's proposed ruling on September 10, 2003. Thereafter, on September 30, 2003, the State Engineer and the Division Engineer for Water Division No. 5 ("State") filed a protest to the Referee's Ruling. The State's protest was directed at certain findings of fact and conclusions of law contained in the Referee's Ruling with respect to the *res judicata* effect of the historic consumptive use determinations regarding the Stapleton Brothers' Ditch. Ultimately, Pitkin County and the State, on June 18, 2004, filed cross-motions for determination of question of law pursuant to C.R.C.P. 56(h) to resolve the propriety of the *res judicata* findings and conclusions in the Referee's Ruling. Following briefing on the cross-motions, the Court issued an order on August 28, 2004, determining as a matter of law that certain language in the *res judicata* findings and conclusions contained in the Referee's Ruling were contrary to Colorado law and, therefore, that the Court would not approve the Referee's Ruling. Pitkin County and the State have now entered into a stipulation consenting to entry of this revised Decree which is in accordance with Colorado law.

Change of Stapleton Brothers' Ditch Water Right

7. With respect to the claim for change of water rights contained in the application, the Court hereby makes the following findings of fact based on the evidence and documents that have been presented by Pitkin County:

A. Decreed name of structure for which change is sought: Stapleton Brothers' Ditch.

B. From previous decree:

Date entered: October 16, 1933.
Case No.: Civil Action No. 3000.
Court: Pitkin County District Court, State of Colorado.

C. Decreed point of diversion: The point of diversion is located on the West Bank of Maroon Creek at a point whence the North 1/4 corner of Section 11, Township 10 South, Range 85 West of the 6th P.M., bears North 11° 40' East a distance of 8,049.6 feet.

D. Source: Maroon Creek, tributary of the Roaring Fork River, tributary of the Colorado River.

E. Appropriation date and amount: June 30, 1904 for 8 cfs, ABSOLUTE.

F. Historic use: The Stapleton Brothers' Ditch water right was decreed for irrigation of approximately 400 acres of land owned by the Stapleton brothers in Sections 27, 28, 33 and 34, Township 9 South, Range 85 West of the 6th P.M., Pitkin County, Colorado. *See* Civil Action No. 3000, Pitkin County District Court, Decree dated October 16, 1933. As part of its Airport project, Pitkin County acquired 136 acres of land historically irrigated by the Stapleton Brothers' Ditch, and has used such lands for the expansion of the Aspen-Pitkin County Airport ("Airport"). A map of the Airport area depicting lands historically irrigated by the Stapleton Brothers' Ditch is attached hereto as Exhibit A. The Airport was constructed in the early 1970s and, since that time, increased use of the lands for Airport purposes has resulted in a reduction of the number of acres being irrigated by the Stapleton Brothers' Ditch. Therefore, the pre-Airport period was used to quantify the historic consumptive use of the Stapleton Brothers' Ditch water right on the 136 acres owned by Pitkin County. Pitkin County relied on diversion records, aerial photographs, and interviews of the person responsible for irrigating the land to calculate the amount

of historic consumptive use. This evidence indicates that grass and alfalfa were grown in approximately equal portions on the 136 acres. Pitkin County's water engineer has concluded that in the pre-Airport period, historic consumption of water for irrigation of grass and alfalfa on the 136 acres averaged approximately 249 acre-feet per year (136 acres x 1.83 acre-feet per acre consumptive use rate) during the historical irrigation season of May 1 through October 31 of each year.

However, in response to concerns of the Division Engineer that use of the pre-Airport period failed to account for reduced historic use of the Stapleton Brothers' Ditch water right as the Airport was expanded over time, Pitkin County agreed to reduce its per unit consumptive use rate to 1.62 acre-feet per acre. Using that reduced consumptive use rate, which reasonably approximates the removal of lands from irrigation upon Airport construction and development, the historic consumption of water for irrigation of grass and hay on the 136 acres averaged approximately 220 acre-feet per year (136 acres x 1.62 acre-feet per acre consumptive use rate) between May 1 through October 31 of each year. Pitkin County has agreed to adopt the reduced average historic consumptive use amount of 220 acre-feet per year, as illustrated by the following Table 1 which has been rounded to whole numbers for convenience:

TABLE 1

SUMMARY OF HISTORIC IRRIGATION CONSUMPTIVE USE FOR STAPLETON BROTHERS' DITCH

MAY	JUN	JUL	AUG	SEP	OCT	ANNUAL
29.0	52.0	59.0	44.0	30.0	6.0	220.0

The Court hereby adopts Pitkin County's methodology of accounting for the dry-up of historically irrigated acreage in calculating the average historic consumptive use of the Stapleton Brothers' Ditch at 220 acre-feet per year. The Court finds that 220 acre-feet per year of historic consumptive use credits is supported by the evidence, and constitutes a reasonable and appropriate means of accounting for historical use of the Stapleton Brothers' Ditch water right as the Airport was constructed and then expanded to its present size.

G. Proposed change: Pitkin County shall maintain its right to divert any portion or all of the Stapleton Brothers' Ditch water right at the originally decreed location (Maroon Creek headgate) for the decreed purpose of irrigation of the historically

irrigated area of the Airport property (136 acres) during the historic irrigation season (May 1-October 31), provided that total maximum instantaneous diversions from that headgate and the dedication of historic consumptive use water to augmentation herein, if occurring simultaneously, may not exceed the amount of water legally and physically available at the original point of diversion. Pitkin County has other decreed water rights from Owl Creek which also have historically irrigated, and currently irrigate, portions of the Airport property other than the subject 136 acres. Nothing in this Decree modifies or changes Pitkin County's use of its Owl Creek rights.

Pitkin County is granted a change of the Stapleton Brothers' Ditch water right to add augmentation as a decreed use and to allow the Stapleton Brothers' Ditch water right to be used as a source, in part, to augment and replace out-of-priority depletions from the following structures: (1) the Paepcke Well (Permit No. 4573); and (2) the Aspen-Pitkin County Airport Well Field No. 1 ("Airport Well Field No. 1"), consisting of up to 15 proposed wells to be constructed, as needed, on the Airport property in Section 34, Township 9 South, Range 85 West, and Section 3, Township 10 South, Range 85 West of the 6th P.M., Pitkin County, Colorado. Pitkin County has applied for junior water rights for the Paepcke Well and the Airport Well Field No. 1 in Case No. 01CW334, as more fully described in paragraph 8.C. below. A legal description of the property on which Pitkin County's proposed Airport Well Field No. 1 is to be located is attached hereto as Exhibit B and incorporated herein by this reference. Augmentation of any out-of-priority depletions resulting from diversions through the Paepcke Well and the Airport Well Field No. 1 will be accomplished by Pitkin County in accordance with the augmentation plan discussed in paragraph 8 below. Water diverted at the Paepcke Well and the Airport Well Field No. 1 will be used for landscape irrigation of approximately 19.8 acres total of the Airport property, including 10 acres of landscaped area at the Airport terminal and 9.8 acres of landscaped area west of the 7,400 foot runway. The 9.8 acres west of the runway include some lands historically irrigated by the Stapleton Brothers' Ditch water right. The consumptive use rate applicable to water used for irrigation of landscaped areas of the Airport property is 1.87 acre-feet per acre. The Court finds that this higher consumptive use rate is appropriate because the grass used for landscaping generally consumes more water than the grass and alfalfa historically irrigated on the Airport property.

Initially, Pitkin County planned to use its Stapleton Brothers' Ditch water right to continue irrigating 10 acres of grass and alfalfa historically irrigated by those rights. However, Pitkin County now plans to irrigate 9.8 acres west of the runway instead. Because the 9.8 acres are located on the Airport property, and because no change in

the amount of water required for irrigation is involved, republication of the application in this case is not necessary. The Court finds that the original application filed December 29, 1999 put interested parties, to the extent reasonably possible, on inquiry notice of the nature, scope and impact of the claims by Pitkin County in this case.

The dry-up of 136 historically irrigated acres makes available 220 acre-feet per year of consumptive use credits. Irrigation of 19.8 landscaped acres on the Airport property will require augmentation of approximately 37 acre-feet per year of depletions (19.8 acres x 1.87 acre-feet per acre consumptive use rate). To augment those 37 acre-feet of annual depletions, it is estimated that up to approximately 18 acre-feet per year of historic consumptive use credits from the Stapleton Brothers' Ditch water right will be used in the irrigation season to augment this landscape irrigation use; and water released from Ruedi Reservoir under Pitkin County's water allotment contract with the Basalt Water Conservancy District will be used for augmentation of out-of-priority irrigation depletions occurring primarily outside of the irrigation season. The amount, in acre-feet per year, of Stapleton Brothers' Ditch historic consumptive use credits and Ruedi Reservoir contract water needed to provide augmentation water for the irrigation of the 19.8 landscaped acres on the Airport property may be adjusted under the Court's retained jurisdiction, in accordance with paragraph 8.E. below, if the estimated amount (37 acre-feet per year) differs from the actual amount needed for augmentation of this landscape irrigation use. The approximately 202 acre-feet per year of remaining historic consumptive use credits (total consumptive use credits of 220 acre-feet per year – an estimated 18 acre-feet per year of consumptive use credits for irrigation season augmentation of landscape irrigation of 19.8 acres) may be retained by Pitkin County or sold or leased to other water users. Remaining historic consumptive use credits may be used by Pitkin County at the decreed location for the Stapleton Brothers' Ditch headgate for additional landscape irrigation of a portion of the 136 acres historically irrigated on the Airport property during the historic irrigation season, provided that such additional landscape irrigation use is approved by the Court under its retained jurisdiction. Any other uses of such remaining historic consumptive use credits by any person or entity must be approved by subsequent application to the Water Court, requesting a change of water right and approval of either an amended augmentation plan or an additional augmentation plan adequate to replace all out-of-priority depletions associated with such new uses. The quantification of the historic consumptive use of the Stapleton Brothers' Ditch water right in this Decree shall be *res judicata* as to conditions existing prior to the entry of this Decree. The Court found above that the average historic consumptive use of the Stapleton Brothers' Ditch water right has been 220 acre-feet per year for the representative period of

record from the 1904 date of appropriation of that water right up to and including the date of entry of this Decree, and this finding shall be *res judicata* as to the historic consumptive use of the Stapleton Brothers' Ditch water right from 1904 through 2004 in any subsequent proceeding of this Court involving a change of all or a portion of the Stapleton Brothers' Ditch water right. However, the Court may consider, subsequent to entry of this Decree, changed circumstances regarding consumptive use, including non-use of the Stapleton Brothers' Ditch water right and/or the 220 acre-feet of consumptive use credits quantified herein, and bearing upon the question of injury to other vested or decreed conditional water rights in any future changes of the Stapleton Brothers' Ditch water right or any portion thereof. Any such consideration of the historic use of the Stapleton Brothers' Ditch water right shall include only the time period subsequent to entry of this Decree. Pitkin County shall not irrigate any portion of the 136 acres historically irrigated by the Stapleton Brothers' Ditch with any other water rights (except the Paepcke Well and the Airport Well Field No. 1 as described herein) without first applying to the Water Court and obtaining a Decree providing for such use.

Plan for Augmentation

8. With respect to the claim for approval of a plan for augmentation contained in the application, the Court hereby makes the following findings of fact based on the evidence and documents that have been presented by Pitkin County:

A. Descriptions of structures to be augmented:

(1) Legal descriptions:

(a) Paepcke Well: The Paepcke Well (Permit No. 4573) is located on Airport property in the NE1/4 of the SE1/4 of Section 3, Township 10 South, Range 85 West of the 6th P.M., at a point 900 feet from the east section line and 2800 feet from the north section line of said Section 3. The source of this well is groundwater tributary to the Roaring Fork River.

(b) Airport Well Field No. 1: Up to 15 additional wells are proposed to be constructed, as needed, on the Airport property which is located in Section 34, Township 9 South, Range 85 West, and Section 3, Township 10 South, Range 85 West of the 6th P.M., Pitkin County, Colorado. The Airport Well Field No. 1 may be located anywhere within the boundaries of the Airport property as described in the

attached Exhibit B. The source of these wells is groundwater tributary to the Roaring Fork River. Pitkin County will meet the requirements of the State Engineer's Policy 99-1 regarding well fields. The wells in the Airport Well Field No. 1 will be constructed not less than 600 feet from any well not owned by Pitkin County. However, Pitkin County has entered into a Water Sharing Agreement with the Buttermilk Metropolitan District governing joint development and use of wells to be constructed by the parties on the Airport property. Under said agreement, Pitkin County and the Buttermilk Metropolitan District have mutually agreed to waive the 600-foot well spacing requirement of C.R.S. § 37-90-137(2).

(2) Use: Pitkin County seeks approval to use historic consumptive use credits from the Stapleton Brothers' Ditch water right, as changed herein, for augmentation of out-of-priority depletions associated with pumping of the Paepcke Well and the Airport Well Field No. 1. As to any remaining historic consumptive use credits of the Stapleton Brothers' Ditch water right, other than the estimated 18 acre-feet per year of consumptive use credits devoted to irrigation season augmentation herein, Pitkin County or its successors and assigns may seek approval under the Court's retained jurisdiction to use such credits for landscape irrigation on the Airport property, in accordance with paragraph 7.G. above. Pitkin County shall maintain its right to divert any portion or all of the Stapleton Brothers' Ditch water right at the originally decreed location (Maroon Creek headgate) for the decreed purpose of irrigation of the historically irrigated area of the Airport property (136 acres) during the historic irrigation season (May 1-October 31).

(3) Amount: Total consumptive use of water diverted at the Paepcke Well and the Airport Well Field No. 1 for landscape irrigation at the Airport is estimated to be up to 18 acre-feet per year for irrigation season depletions associated with 10 landscaped acres at the Airport terminal and 9.8 landscaped acres west of the Airport runway.

B. Description of augmentation water: In addition to using consumptive use credits from the Stapleton Brothers' Ditch for irrigation season augmentation use, as described in paragraph 7 above, Pitkin County has obtained a water allotment contract from the Basalt Water Conservancy District which will permit Pitkin County to augment any out-of-priority depletions occurring primarily during the non-irrigation season with water stored in Ruedi Reservoir for the benefit of the Basalt Water Conservancy District. Ruedi Reservoir is located in parts of Sections 7, 8, 9,

11, 14, 15, 16, 17 and 18, Township 8 South, Range 84 West of the 6th P.M., in Pitkin and Eagle Counties, Colorado. The dam is located in the NW1/4 of Section 18, Township 8 South, Range 84 West of the 6th P.M. The initial point of survey of the dam is on the right abutment thereof at a point whence the southwest corner of Section 7, Township 8 South, Range 84 West of the 6th P.M., bears North 68°58' West a distance of 1126 feet.

Ruedi Reservoir is a component of the Fryingpan-Arkansas Project and was originally adjudicated in Civil Action No. 4613, Garfield County District Court, on June 20, 1958, with an appropriation date of July 29, 1957; subsequently, in Case No. W-789-76, the decreed storage capacity for the reservoir was reduced to 102,369 acre-feet. Ruedi Reservoir was originally authorized for construction by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486) and the Act of November 3, 1978 (92 Stat. 2492), in substantial accordance with House Doc. No. 187, 83rd Cong., 1st Sess., as modified by House Doc. 353, 86th Cong., 2nd Sess., and is subject to the operating principles for the Fryingpan-Arkansas Project as set forth in House Doc. 130, 87th Cong., 1st Sess. The federal reservoir is operated by the U.S. Bureau of Reclamation, which has contracted with the Basalt Water Conservancy District for an allotment of water.

C. Description of plan for augmentation: Pitkin County has filed an application to adjudicate junior water rights for the Paepcke Well and the Airport Well Field No. 1 in Case No. 01CW334. When the wells are unable to divert under their junior priorities to be adjudicated in Case No. 01CW334, during times in which the Stapleton Brothers' Ditch water right is in priority, Pitkin County will use some or all of the Stapleton Brothers' Ditch historic consumptive use credits to augment out-of-priority depletions associated with pumping of the wells during the irrigation season.

When the Stapleton Brothers' Ditch water right is not in priority, and the Paepcke Well and the Airport Well Field No. 1 are unable to divert in priority under their junior priorities, out-of-priority depletions caused by the pumping of the subject wells will be replaced by water released from Ruedi Reservoir pursuant to Pitkin County's water allotment contract with the Basalt Water Conservancy District for 25 acre-feet per year, and in accordance with the appropriative right of exchange decreed herein. The junior priorities for the subject wells as applied for in Case No. 01CW334 shall be operated under the terms and conditions of this Decree for replacement of any out-of-priority depletions caused by pumping the wells under such junior priorities for landscape irrigation purposes at the Airport. However, Pitkin County shall apply for an amendment to this augmentation plan, or for a new

augmentation plan, before undertaking any other uses of the junior priorities for the wells, besides landscape irrigation at the Airport as approved herein, in order to address any out-of-priority depletions caused by pumping the junior well priorities for such new uses.

Net depletions resulting to the Roaring Fork River from withdrawals of water through the subject wells during times when the Stapleton Brothers' Ditch water right is in priority are estimated to total between 12 and 18 acre-feet per year; net depletions during periods in which the Stapleton Brothers' Ditch water right is not in priority are estimated to total between 20 and 25 acre-feet per year. However, because of the variability of existing well test data for the aquifer underlying the Airport property, the timing and amount of depletions resulting from the requested change cannot be predicted with certainty until representative wells are actually drilled and tested. Pitkin County shall measure the amount of water applied to the landscaped areas on the Airport property and apply an 85% consumptive use factor to such water applications. Once the wells have been drilled and tested, the timing and amount of depletions to the Roaring Fork River will be calculated on a monthly basis, using the Glover Method. If the estimated 18 acre-feet of depletions during the irrigation season is not accurate, the Stapleton Brothers' Ditch consumptive use amount will be subject to adjustment either upward or downward pursuant to the Court's retained jurisdiction, as described in paragraphs 7.G. above and 8.E. below. If adjusted downward, Pitkin County shall be allowed to utilize any resulting surplus consumptive use credits for other uses or for additional landscape irrigation of the Airport property, provided that such new uses are approved by subsequent Water Court application or that such landscape irrigation use is approved by the Court under its retained jurisdiction, all as described in paragraph 7.G. above.

D. Accounting: Pitkin County shall provide monthly accounting to the Division Engineer of diversions, resulting consumptive use, out-of-priority delayed depletions and the provision of augmentation water, on accounting forms acceptable to the Division Engineer and similar to the forms attached hereto for illustrative purposes as Exhibit C.

E. Retained jurisdiction: The Court shall retain general jurisdiction over this case for a period of five years following entry of this Decree, as described in paragraph 27 below. In addition, this Court shall retain limited jurisdiction for a period of 10 years following receipt by the Court of Pitkin County's notice of completion of the construction of the last additional well, for the purposes of considering the timing and amount of depletions from Pitkin County's well field, and adjustment, if necessary, of the amount of Stapleton Brothers' Ditch historic consumptive use

credits and Ruedi Reservoir contract water needed to augment depletions from the wells associated with the irrigation of the 19.8 acres of landscaped Airport property during the irrigation season.

At such time as the Court's retained jurisdiction is invoked, Pitkin County may request the Court to enter an order modifying the amount of Stapleton Brothers' Ditch historic consumptive use credits required to provide augmentation water for irrigation of the 19.8 acres of landscaped area on the Airport property during the irrigation season, if the estimated amount (18 acre-feet per year) is not accurate once the wells have been drilled and tested, as described in paragraph 8.C. above. The Court's order shall become final if it is not challenged by any party to this case within 60 days from the date of the order. A finding by the Court that less than 18 acre-feet are needed for irrigation season augmentation purposes to irrigate the Airport property shall not affect Pitkin County's ability to use all remaining excess historic consumptive use credits, up to the total amount of 220 acre-feet per year, pursuant to subsequent approval by the Water Court, as described in paragraph 7.G. above.

Upon completion of each additional well, Pitkin County shall provide each of the Opposers (listed in paragraph 4 above) and the Division of Water Resources with documentation for the well completed, including a well completion report containing the precise location of the well, a statement of beneficial use, and the results of Pitkin County's delayed depletion analysis for the well. Within 60 days following completion of construction of an additional well, Pitkin County shall file a petition with the Court notifying it that construction of the well is complete, and invoking its retained jurisdiction. Pitkin County shall provide each of the Opposers and the Division of Water Resources with a copy of the petition. Each of the Opposers shall be deemed to remain parties to this matter for this retained jurisdiction period, for the limited purpose of determining the depletion characteristics of each of Pitkin County's wells and modification of any terms and conditions related thereto necessary to prevent injury to other vested water rights. Pitkin County shall bear the initial burden of proof as to the determination of the depletion characteristics. Such retained jurisdiction will allow this Court to determine if all out-of-priority depletions caused by the requested change will be fully augmented as necessary to prevent injury.

F. Name and address of owner of land on which structures are or will be located:

Board of County Commissioners, Pitkin County
c/o John M. Ely, County Attorney
530 East Main Street
Aspen, Colorado 81611

Appropriative Right of Exchange

9. Pitkin County's plan for augmentation incorporates an exchange of water currently stored in Ruedi Reservoir, as obtained by Pitkin County through a water allotment contract with the Basalt Water Conservancy District, for use in the Roaring Fork River to augment out-of-priority depletions to the Roaring Fork River caused by pumping of the Paepcke Well and the Airport Well Field No. 1 for landscape irrigation use on the Airport. With respect to the claim for an appropriative right of exchange, the Court hereby makes the following findings of fact based on the evidence and documents that have been presented by Pitkin County:

A. Location: The appropriative right of exchange will operate on the Roaring Fork River between the Airport property, the location of which is described in Exhibit B hereto, and the downstream confluence of the Roaring Fork River with the Fryingpan River by releases from Ruedi Reservoir, the location of which is described in paragraph 8.B. above.

B. Source: Ruedi Reservoir, pursuant to a water allotment contract with the Basalt Water Conservancy District.

C. Appropriation date: December 29, 1999. The appropriation of this conditional exchange right was initiated by field work on and around the Airport property by Pitkin County's water engineer; through manifestation of Pitkin County's intent to appropriate water in the amounts and for the purposes described herein, including the Board of County Commissioners' approval of a resolution in 1999 authorizing the filing of the application in this case requesting a change of the Stapleton Brothers' Ditch water right and approval of a plan for augmentation utilizing water stored in Ruedi Reservoir for the benefit of the Basalt Water Conservancy District; and by providing notice to interested parties of the nature and extent of the demand proposed in that application through the posting of signs in conspicuous places indicating the same. Water has not yet been placed to beneficial use by Pitkin County under the claimed conditional exchange right.

D. Amount: 25 acre-feet per year, CONDITIONAL; 0.14 cfs, CONDITIONAL, maximum exchange rate.

E. Use: Augmentation and replacement by exchange of depletions to the Roaring Fork River in accordance with the augmentation plan decreed herein.

F. Terms and Conditions: If the appropriative right of exchange described above is not in priority, the junior priorities for the wells are not in priority and the Stapleton Brothers' Ditch is not in priority and available for augmentation of the wells, then Pitkin County shall be required to cease pumping the wells augmented hereunder until an alternate source of augmentation supply is secured.

10. The Court finds that, provided the change of water rights and plan for augmentation including exchange described above in these Findings of Fact are operated in compliance with the terms and conditions of this Decree, there will be no injury to the owners of or persons entitled to use water under vested water rights or decreed conditional water rights.

11. The Court further finds that Pitkin County has established that it can and will complete the appropriation of the conditional right of exchange adjudicated herein, and that the waters controlled thereby can and will be beneficially used by Pitkin County with diligence and within a reasonable time. The December 29, 1999 appropriation date for this conditional appropriative exchange right shall establish the relative priority of said right among all other vested water rights or conditional water rights decreed pursuant to applications filed in Water Division No. 5 in calendar year 1999, but shall be junior to all vested and decreed conditional water rights awarded on applications filed in previous years.

12. Pitkin County has entered into a Stipulation and Agreement with the Colorado Water Conservation Board ("CWCB"), dated September 28, 2001, by which the CWCB has consented to entry of this Decree. Under said Stipulation and Agreement, Pitkin County has agreed that at any time stream flows in the Roaring Fork River fall below the amounts decreed to the CWCB in Case No. 85CW646, Pitkin County will replace its out-of-priority depletions under this augmentation plan, in time, place and amount, with releases of water as set forth in said Stipulation and Agreement which is on file with the Court.

CONCLUSIONS OF LAW

13. The Court has exclusive jurisdiction over the subject matter of this proceeding pursuant to C.R.S. § 37-92-203, and over all persons or entities affected hereby, whether they have appeared or not. C.R.S. § 37-92-302.

14. The application for change of water rights and approval of plan for augmentation including appropriative right of exchange requested in this proceeding is in accordance with law and should be granted subject to the terms and conditions of this Decree. No injury to other water rights will occur as a result of the exercise of the change of water rights and plan for augmentation including exchange granted herein, provided that these water rights are operated in accordance with the terms and conditions of this Decree.

15. The Court concludes that the consumptive use determinations for the Stapleton Brothers' Ditch water right, as set forth in this Decree, shall become final upon entry of this Decree and shall be reviewable in future change cases involving the Stapleton Brothers' Ditch, but only to the extent that circumstances have changed subsequent to the entry of this Decree regarding the historic consumptive use of the Stapleton Brothers' Ditch water right, including non-use of the right and/or the consumptive use credits quantified herein, which bear upon injury to other vested or decreed conditional water rights. Any such consideration of the historic use of the Stapleton Brothers' Ditch water right shall include only the time period subsequent to entry of this Decree, and shall be in accordance with the changed circumstances standard in Colorado water law, as it currently exists or may be modified in the future. *See, e.g., Farmers Reservoir and Irrigation Co. v. Consolidated Mut. Water Co.*, 33 P.3d 799 (Colo. 2001); *Santa Fe Trail Ranches Property Owners Ass'n v. Simpson*, 990 P.2d 46 (Colo. 1999); *Farmers Reservoir & Irrigation Co. v. City of Golden*, 975 P.2d 189 (Colo. 1999); and *Williams v. Midway Ranches Property Owners Ass'n*, 938 P.2d 515 (Colo. 1997).

16. The water claimed in the application for the conditional appropriative right of exchange approved herein can and will be exchanged, diverted and beneficially used by Pitkin County with diligence and within a reasonable time. C.R.S. § 37-92-305(9)(b).

RULING OF THE REFEREE AND DECREE OF THE COURT

17. The foregoing Findings of Fact and Conclusions of Law are incorporated herein by this reference and hereby modified as necessary to constitute the Judgment and Decree of the Court.

18. The application for change of water rights is hereby granted, subject to the terms and conditions of this Decree.

19. The Court hereby confirms that the historic consumption of water by the Stapleton Brothers' Ditch water right owned by Pitkin County, taking into reasonable account periods of reduced use of that right upon Airport construction, has averaged 220 acre-feet per year.

20. The application for approval of the augmentation plan described herein is hereby approved, subject to the terms and conditions of this Decree.

21. The application for approval of the conditional appropriative right of exchange with an appropriation date of December 29, 1999 is hereby approved, subject to the terms and conditions of this Decree.

22. The terms and conditions of this Decree are adequate to assure that no material injury to any water rights will result from exercise of the change of water rights and the plan for augmentation including exchange approved herein.

23. Pitkin County shall install measuring devices and provide monthly accounting to the Division Engineer of diversions, resulting consumptive use, out-of-priority delayed depletions and the provision of augmentation water to the Roaring Fork River, on accounting forms acceptable to the Division Engineer and similar to the forms attached hereto for illustrative purposes as Exhibit C. Pitkin County shall also file an annual report with the Division Engineer by November 15th of each year, summarizing diversions and replacements made under this plan for the previous water year of November 1 through October 31.

24. Subject to the provisions of this Decree, the timing and amount of augmentation releases shall be determined in the discretion of the Division Engineer in accordance with statutory authority, and shall be capable of review by this Court during the time of retained jurisdiction as described in paragraph 8.E. above.

25. Pursuant to 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.

26. Well permits for any well in the well field contemplated herein shall be issued by the State Engineer in accordance with the provisions of C.R.S. §§ 37-90-137(2) and 37-92-305(6)(a).

27. Pursuant to C.R.S. § 37-92-304(6), the Court shall retain general jurisdiction over the change of water rights and plan for augmentation including exchange approved herein for a period of five years from the date of this Decree, for purposes of reconsideration of the question of injury to the vested water rights of others. A more limited scope of jurisdiction shall also be retained by this Court for a period of 10 years following receipt by the Court of Pitkin County's notice of completion of the construction of the last additional well, for the limited purposes of considering the timing and amount of associated augmentation depletions from Pitkin County's well field, the terms and conditions related thereto necessary to prevent injury, and adjustment, if necessary, of the amount of Stapleton Brothers' Ditch historic

consumptive use credits and Ruedi Reservoir contract water needed to augment the irrigation of the 19.8 acres of landscaped Airport property. Upon the filing of said notice, Pitkin County shall bear the initial burden of establishing the depletion characteristics of the wells. Within the time limitations established herein, the Court's retained jurisdiction may be invoked by any party to this case by filing a verified petition with appropriate notice to all other parties. The party filing the petition shall bear the burden of establishing the *prima facie* facts alleged in the petition. If the Court finds those facts to be established, then Pitkin County shall thereupon bear the burden of showing (a) that any modification sought by Pitkin County will avoid injury to other vested water rights, or (b) that any modification sought by the petitioner is not required to avoid injury to other vested water rights, or (c) that any term or condition proposed by Pitkin County in response to the petition will avoid injury to other vested water rights.

28. The priority confirmed herein for Pitkin County's conditional appropriative right of exchange is based on the appropriation date confirmed herein and on the filing of the application in this case in the calendar year of 1999. Said priority shall be administered as having been filed in calendar year 1999, and shall be junior to all water rights granted pursuant to applications filed in previous years. As between all water rights applied for in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of application or the date of entry of ruling or decree.

29. The conditional appropriative right of exchange herein awarded to Pitkin County is hereby continued in full force and effect through the last day of January, 2011. If Pitkin County desires to maintain such conditional exchange right, then an application for finding of reasonable diligence shall be filed on or before the last day of January, 2011, or a showing made on or before such date that the conditional exchange right has become an absolute water right by reason of the completion of the appropriation.

Dated this 31st day of January, 2005.

BY THE COURT:

Peter T. Craven, Water Judge
Water Division No. 5
State of Colorado

Copy of the foregoing mailed to all Counsel of Record, Water Referee, Div. Engineer and State Engineer Date 2-1-05
To
Deputy Clerk Water Div. 5

BEATON
HAMMOND
VINNEY
~~PATRICK~~
CYRAN
DAVIS

N

LEGEND

SBD — AREA HISTORICALLY IRRIGATED BY STAPLETON BROTHERS' DITCH

0 1000 2000 3000

SCALE - FEET (APPROX)

PITKIN COUNTY

AREAS HISTORICALLY IRRIGATED BY THE STAPLETON BROTHERS' DITCH

MARTIN AND WOOD WATER CONSULTANTS, INC.

EXHIBIT A

JOB NO. 425.1 APRIL 18 2000

EXHIBIT B
ASPEN-PITKIN COUNTY AIRPORT LEGAL DESCRIPTION

PITKIN COUNTY AIRPORT PROPERTY LYING WESTERLY OF HIGHWAY 82

A PARCEL OF LAND SITUATED IN THE E1/2E1/2 OF SECTION 28, THE SW1/4 OF SECTION 27, THE NE1/4NE1/4 OF SECTION 33 AND SECTION 34, TOWNSHIP 8 SOUTH, RANGE 85 WEST AND IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, A STONE FOUND IN PLACE, THE POINT OF BEGINNING; THENCE N01°23'10"W ALONG THE EASTERLY BOUNDARY OF SAID SECTION 33 A DISTANCE OF 1343.36 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 33 AND SECTION 34, A 2" ALUMINUM CAP L.S. # 15710 IN PLACE; THENCE LEAVING SAID EASTERLY BOUNDARY S87°47'43"W A DISTANCE OF 1334.66 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 33, A 3-1/4" ALUMINUM CAP L.S. #19598 SET IN PLACE; THENCE N01°04'05"W A DISTANCE OF 1337.21 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 33 AND SECTION 28, A 2" ALUMINUM CAP L.S. #15710 IN PLACE; THENCE N00°57'41"W A DISTANCE OF 1346.09 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 28, A 2" ALUMINUM CAP L.S. #15710 IN PLACE; THENCE N00°57'41"W A DISTANCE OF 1346.09 FEET TO THE EAST-CENTER SIXTEENTH CORNER OF SAID SECTION 28, A 3-1/4" ALUMINUM CAP L.S. #19598 SET IN PLACE; THENCE N00°54'29"W A DISTANCE OF 1345.58 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 28, A 3-1/4" ALUMINUM CAP L.S. #19598 SET IN PLACE; THENCE N00°54'29"W ALONG THE WESTERLY BOUNDARY OF THE NE1/4NE1/4 OF SAID SECTION 28 A DISTANCE OF 580.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 82; THENCE LEAVING SAID WESTERLY BOUNDARY THE FOLLOWING THIRTY-SEVEN (37) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY:

1. S42°44'02"E A DISTANCE OF 51.34 FEET
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 523.00 FEET AND A CENTRAL ANGLE OF 23°18'00" A DISTANCE OF 212.68 FEET (CHORD BEARS S31°05'02"E 211.22 FEET)
3. S19°26'02"E A DISTANCE OF 484.56 FEET
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1482.50 FEET AND A CENTRAL ANGLE OF 26°48'25" A DISTANCE OF 693.62 FEET (CHORD BEARS S32°50'14"E 687.31 FEET)
5. S32°32'37"E A DISTANCE OF 124.19 FEET
6. S21°16'39"E A DISTANCE OF 216.82 FEET
7. S43°55'47"E A DISTANCE OF 284.03 FEET
8. S59°42'14"E A DISTANCE OF 144.19 FEET
9. S30°26'03"E A DISTANCE OF 206.34 FEET
10. S37°19'48"E A DISTANCE OF 162.90 FEET

11. S22°38'38"E A DISTANCE OF 654.44 FEET
12. S27°02'07"E A DISTANCE OF 311.26 FEET
13. S39°44'48"E A DISTANCE OF 380.71 FEET
14. S29°08'10"E A DISTANCE OF 140.10 FEET
15. S52°52'16"E A DISTANCE OF 244.32 FEET
16. S52°52'13"E A DISTANCE OF 429.03 FEET
17. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1822.36 FEET AND A CENTRAL ANGLE OF 25°19'07" A DISTANCE OF 805.29 FEET (CHORD BEARS S40°12'42"E 798.75 FEET)
18. S27°33'09"E A DISTANCE OF 1780.08 FEET
19. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3732.22 FEET AND A CENTRAL ANGLE OF 08°50'27" A DISTANCE OF 575.89 FEET (CHORD BEARS S23°07'55"E 575.32 FEET)
20. S18°42'42"E A DISTANCE OF 1196.55 FEET
21. S31°07'57"E A DISTANCE OF 155.94 FEET
22. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 26°13'47" A DISTANCE OF 19.23 FEET (CHORD BEARS S87°59'31"W 19.06 FEET)
23. S69°05'35"W A DISTANCE OF 9.45 FEET
24. S29°48'01"E A DISTANCE OF 250.55 FEET
25. S49°11'29"E A DISTANCE OF 103.24 FEET
26. S31°10'17"E A DISTANCE OF 1689.08 FEET
27. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32898.75 FEET AND A CENTRAL ANGLE OF 00°01'21" A DISTANCE OF 12.89 FEET (CHORD BEARS S30°58'02"E 12.89 FEET)
28. S15°15'18"E A DISTANCE OF 315.91 FEET
29. S19°49'51"E A DISTANCE OF 292.63 FEET
30. S07°35'33"E A DISTANCE OF 212.79 FEET
31. S04°35'09"E A DISTANCE OF 97.46 FEET
32. S01°14'03"W A DISTANCE OF 394.41 FEET
33. S08°41'56"W A DISTANCE OF 264.78 FEET
34. S02°21'08"E A DISTANCE OF 431.37 FEET
35. S03°18'45"W A DISTANCE OF 481.87 FEET
36. S01°16'41"W A DISTANCE OF 687.67 FEET
37. S03°50'58"W A DISTANCE OF 106.80 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 211897 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTHERLY BOUNDARY N54°19'57"W A DISTANCE OF 568.54 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY N67°55'57"W A DISTANCE OF 50.95 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY N75°33'57"W A DISTANCE OF 74.83 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY N42°28'57"W A DISTANCE OF 68.05 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY AND THE SOUTHWESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 197660 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE N29°42'06"W A DISTANCE OF 160.23 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RECEPTION NO. 197660 N21°27'57"W A DISTANCE OF 114.67 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY N31°42'57"W A DISTANCE OF 235.58 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY N44°01'57"W A DISTANCE OF 238.86 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY N41°38'57"W A DISTANCE OF 153.11 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN

RECEPTION NO. 197598 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S69°09'44"W A DISTANCE OF 32.34 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 197598; THENCE N29°10'20"W ALONG THE WESTERLY BOUNDARY OF SAID RECEPTION NO. 197598 A DISTANCE OF 154.34 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N25°55'53"W A DISTANCE OF 254.98 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N23°32'45"W A DISTANCE OF 123.79 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N20° 36'27"W A DISTANCE OF 125.21 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N19°40'24"W A DISTANCE OF 169.52 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N19°21'23"W A DISTANCE OF 127.95 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N19°20'38"W A DISTANCE OF 102.13 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N21°35'01"W A DISTANCE OF 53.59 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N24° 24'47"W A DISTANCE OF 51.90 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N27°13'24"W A DISTANCE OF 186.22 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N27°42'54"W A DISTANCE OF 276.68 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N27°42'09"W A DISTANCE OF 282.96 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY N30°26'22"W A DISTANCE OF 17.20 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SECTION 34; THENCE S89°57'58"W ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 34 A DISTANCE OF 996.37 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 306956; THENCE N00° 07'52"W ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 1 A DISTANCE OF 1311.71 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S86°04'10"E ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL I A DISTANCE OF 137.57 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S58°04'36"E A DISTANCE OF 172.68 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S57°44'41"E A DISTANCE OF 140.77 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S48°12'58"E A DISTANCE OF 44.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S42°31'20"E A DISTANCE OF 58.86 FEET TO THE NORTHWEST CORNER OF PARCEL H-1 OF THAT PROPERTY DESCRIBED IN RECEPTION NO. 197537 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE N50°14'30"E ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL H-1 A DISTANCE OF 63.88 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PARCEL 2 OF THAT PROPERTY DESCRIBED IN SAID RECEPTION NO. 306956; THENCE N55°13'01"W ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 A DISTANCE OF 205.30 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY N55° 51'28"W A DISTANCE OF 312.89 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY S72°10'55"W A DISTANCE OF 175.75 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY S61°51'43"W A DISTANCE OF 70.22 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY S89°19'15"W A DISTANCE OF 1105.31 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY N84°26'04"W A DISTANCE OF 124.55 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 34; THENCE N00°13'55"W ALONG THE WESTERLY BOUNDARY OF SAID SECTION 34 A DISTANCE OF 1388.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 597.303 ACRES, MORE OR LESS.

FILE ACCOUNT1.WQ1 - ACCOUNTING FOR PITKIN COUNTY'S CHANGE
OF STAPLETON BROTHERS' DITCH AND PLAN FOR AUGMENTATION
CASE NO. 99CW306 JTW/MWI #425.1 03/12/2001

SHEET 1.1 - DEPLETIONS FROM PITKIN COUNTY WELL NO. 1

YEAR _____

MONTH	WELL PUMPAGE		85% OF WELL PUMPAGE	CALCULATED DEPLETION TO ROARING FORK	% OF MONTH WELL IS IN PRIORITY	OUT-OF-PRIORITY DEPLETION TO ROARING FORK
	GALLONS	AF	AF	AF	%	AF
(1)	(2)	(3)	(4)	(5)	(6)	(7)
			85% x (3)	(4) LAGGED & CUMULATED		(100-(6)) X (5)
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTALS						

MONTHLY DEPLETION FACTORS FOR PITKIN COUNTY WELL NO. 1

MONTH AFTER PUMPING	MONTHLY DEPLETION FACTOR
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
TOTAL	1.000

EXHIBIT C
(Page 1 of 3)

SHEET 2 - TOTAL DEPLETIONS FROM PITKIN COUNTY WELLS AND AUGMENTATION

YEAR _____

	OUT-OF-PRIORITY DEPLETIONS FROM PITKIN COUNTY WELLS					AUGMENTATION PROVIDED			AUGMENTATION BALANCE	
MONTH	P CO WELL NO. 1	P CO WELL NO. 2	P CO WELL NO. 15	PAEPCKE WELL	TOTAL FOR ALL WELLS	FROM SBD HIST CU	FROM RUEDI RES *	TOTAL	MONTH	CUMULATIVE
	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
(1)	(2)	(3)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)
	= (7) FOR P CO WELL NO. 1	= (7) FOR P CO WELL NO. 2	= (7) FOR P CO WELL NO. 15	= (7) FOR PAEP-CKE WELL	SUM OF (2) THRU (17)			= (19) + (20)	= (21) - (18)	= (23)' + (22)
JAN										
FEB										
MAR										
APR										
MAY										
JUN										
JUL										
AUG										
SEP										
OCT										
NOV										
DEC										
TOTALS										

* AFTER TRANSPORTATION CHARGES HAVE BEEN ASSESSED BY THE DIVISION ENGINEER

SHEET 3 - TOTAL PUMPAGE FROM WELLS AS ALTERNATE POINTS OF DIVERSION AND DIVERSIONS FROM STAPLETON BROTHERS DITCH

03/12/2001

YEAR _____

	TOTAL PUMPAGE FROM WELLS AS ALTERNATE POINTS			DIVERSIONS FROM STAPLETON BROTHERS DITCH	
MONTH	GALLONS	ACRE-FEET	CUMULATIVE - AF	ACRE-FEET	CUMULATIVE - AF
(1)	(2)	(3)	(4)	(5)	(6)
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
JUL					
AUG					
SEP					
OCT					
NOV					
DEC					
TOTALS					

EXHIBIT C
(Page 3 of 3)

Tab 12

EXHIBIT 6

REPORT ON CHANGE OF STAPLETON BROTHERS' DITCH WATER RIGHT AND PLAN FOR AUGMENTATION

Prepared for

Pitkin County

by

Martin and Wood Water Consultants, Inc.
602 Park Point Drive, Suite 275
Golden, Colorado 80401
Phone: (303) 526-2600 Fax: (303) 526-2624

June 7, 2000

Job No. 425.1

CERTIFICATION

I, Joe Tom Wood, Professional Engineer, certify that I directed the preparation of the following engineering report entitled, "Report on Change of Stapleton Brothers' Ditch Water Right and Plan For Augmentation."

Joe Tom Wood

Joe Tom Wood, P.E.
#17829

June 7, 2000
Date

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Figure 2 Location Map of the Pitkin County Airport Well

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Table 2 Summary of Water Commissioners' Diversion Records for Stapleton Brothers' Ditch

Table 3 Irrigation Consumptive Use Requirements for Alfalfa for Stapleton Brothers' Ditch in Feet

Table 4 Irrigation Consumptive Use Requirements for Grass for Stapleton Brothers' Ditch in Feet

Table 5 Irrigation Consumptive Use Requirement for 50%/50% Mixture of Alfalfa and Grass for Stapleton Brothers' Ditch in Feet

Table 6 Summary of Historic Irrigation Consumptive Use for Stapleton Brothers' Ditch in Acre-Feet

Table 7 Summary of Irrigation Consumptive Use Requirements for Irrigation of 19.8 Acres of Lawn Grass in Acre-Feet

REPORT ON CHANGE OF STAPLETON BROTHERS' DITCH WATER RIGHT AND PLAN FOR AUGMENTATION

I. INTRODUCTION

A. Purpose of Report

This report quantifies the historic irrigation consumption use of the 8 cfs Stapleton Brothers' Ditch water right owned by Pitkin County. The report also describes a change of water right for the Stapleton Brothers' Ditch and an augmentation plan which will allow the County to divert water from as many as sixteen wells for irrigation of a total of 19.8 acres of landscaping at the Aspen-Pitkin County Airport.

B. Scope of Report

The scope of investigations and analyses described in this report include: review and quantification of the State Engineer's diversion records; review of the decree entered on October 16, 1933, by the Pitkin County District Court in Civil Action No. 3000 along with the ditch claim statement for the Stapleton Brothers' Ditch and the petition for a priority for said ditch; site visits to the area historically irrigated by the Stapleton Brothers' Ditch; interviews of Mr. Lada Vrany who irrigated with the Stapleton Brothers' Ditch; review of aerial photography; review of hydrogeology for the general area of the Aspen-Pitkin County Airport; climatological data for the Aspen and Aspen 1 SW weather stations; and SCS Technical Release No. 21, revised 1970.

II. DESCRIPTION OF THE STAPLETON BROTHERS' DITCH WATER RIGHT

On October 16, 1933, the Pitkin County District Court entered a decree in Civil Action No. 3000 confirming the diversion of 8 cfs from Maroon Creek for irrigation through the Stapleton Brothers' Ditch with a date of appropriation of June 30, 1904. The decree found that the petitioners, James Stapleton and Timothy Stapleton, owned 400 acres which were under cultivation or susceptible to irrigation by water diverted from Maroon Creek through the Stapleton Brothers' Ditch.

III. HISTORIC USE OF THE STAPLETON BROTHERS' DITCH

A. Selection of Study Period

In the early 1970's Aspen and Pitkin County constructed the Aspen-Pitkin County Airport upon lands which included a large portion of the area historically irrigated by the Stapleton Brothers' Ditch. Therefore, this report adopts the pre-airport period for the quantification of the full measure of historic use of the Stapleton Brothers' Ditch water right.

B. Irrigated Area and Crops

Based upon site visits, aerial photography, and interviews with Mr. Lada Vrany, the pre-airport area irrigated by the Stapleton Brothers' Ditch consisted of at least 136 acres. Mr. Vrany is the person who has operated the ditch since 1958 for the County and the County's predecessor. Figure 1 depicts the pre-airport areas historically irrigated by the Stapleton Brothers' Ditch. The four sub-areas of irrigated land shown on Figure 1 (i.e., SBD1, SBD2, SBD3, and SBD4) were identified for computational purposes.

All 136 acres of land historically irrigated by the Stapleton Brothers' Ditch lie within lands owned by Pitkin County or under easement to Pitkin County.

The Stapleton Brothers' Ditch provided water to irrigate grass and alfalfa in roughly equal proportions.

C. Historic Diversions

Tables 1 and 2 summarize the State Engineer's existing records of diversions by the Stapleton Brothers' Ditch for the 1969-1994 period. Unfortunately, diversion records do not exist of the pre-airport period, other than the first few years included in Table 1. The Stapleton Brothers' Ditch diverted an average of approximately 2,100 acre-feet per year in the 1969-1994 period.

Table 2 summarizes data obtained from water commissioners' reports and provides more detailed information on historic diversions by the Stapleton Brothers' Ditch for the 1969-1994 period. Table 2 indicates that, on the average, the Stapleton Brothers' Ditch has diverted in excess of four months each year, with diversions beginning in late May (May 23) and ending in late September (September 27).

D. Historic Irrigation Consumptive Use

The modified Blaney-Criddle method was used to calculate unit irrigation consumptive use requirements for the grass and alfalfa irrigated by the Stapleton Brothers' Ditch. Combined crop growth stage/temperature coefficient for high meadow grasses in South Park were used for grass. The crop growth stage coefficient for alfalfa from SCS Technical Release No. 21 was increased by 23% to account for aridity and elevation. Temperature and precipitation data from the nearby Aspen weather station (1951-1979) and the nearby Aspen 1 SW weather station (1980-1995) were used.

Tables 3 and 4 summarize the calculations of the unit irrigation consumptive use requirement for the grass and alfalfa, respectively, irrigated by the Stapleton Brothers' Ditch. Table 5 summarizes the unit requirements for a 50%/50% mixture of irrigated grass and alfalfa, averaging 1.83 acre-feet per acre per year. The historic irrigation consumptive use requirement for the 136 acres historically irrigated by the Stapleton Brothers' Ditch was 249 acre-feet per year (136 acres x 1.83 acre-feet per acre per year).

Despite the fact that diversion records are unavailable for much of the pre-airport period, information obtained from Mr. Vrany confirms that diversions by the Stapleton Brothers' Ditch did provide a sufficient amount of water to result in an average historic consumptive use of water of 249 acre-feet per year in the pre-airport period. This conclusion is further supported by the fact that the post-airport diversions were far in excess of the amount of water required for the irrigation of the 136 acres historically irrigated by the Stapleton Brothers' Ditch.

Table 6 summarizes the monthly historic irrigation consumptive use from the Stapleton Brothers' Ditch, totaling 249 acre-feet per year.

IV. CHANGE OF STAPLETON BROTHERS' DITCH WATER RIGHT AND PLAN FOR AUGMENTATION

A. Change of Stapleton Brothers' Ditch Water Right

1. Changes in Points of Diversion

Pitkin County seeks to divert a portion or all of its Stapleton Brothers' Ditch water right through one existing well and a total of up to 15 additional wells to be constructed upon Aspen-Pitkin County Airport lands. The one existing well is the Airport Well (Permit No. 4573) and is located on Figure 2. The additional wells will be constructed upon Aspen-Pitkin County Airport lands in Section 34, Township 9 South, and in Section 3, Township 10 South, both sections in Range 85 West.

2. Change in Place of Use

Pitkin County will divert a portion of its Stapleton Brothers' Ditch water rights through the above-described wells to irrigate up to 19.8 acres at and in the vicinity of the Airport. The County will use the wells to divert its Stapleton Brothers' Ditch rights to irrigate up to 10 acres at the Airport Terminal. These 10 acres will include three acres at the Terminal that are currently irrigated with treated water provided by the City of Aspen.

Pitkin County also plans to use the wells to irrigate up to 9.8 acres of turf grass or a lower water using vegetation be to located immediately west of the 7,400 foot runway. The County intends to irrigate this area to control rutting and to improve aesthetics at the Airport. A portion of the 9.8-acre area is coincident with the area historically irrigated by the Stapleton Brothers' Ditch.

3. Use of Historic Irrigation Consumptive Use Credit from Change of Stapleton Brothers' Ditch Water Right

The County's use of up to 16 wells to irrigate up to 19.8 acres at the Airport is expected to result in time-delayed depletions to the Roaring Fork River. Based on a review of available hydrogeologic information, the timing of such depletions resulting from the usage of the wells cannot be determined at this time. The County will need to pump-test representative well(s) at the time of construction and quantify the timing of depletion to the river. Once this analysis is performed for representative well(s), a set of sequential monthly depletion factors will be developed utilizing the Glover methodology and will be used to calculate, on a monthly basis, the total depletion to the Roaring Fork River from the wells used by the County for irrigation.

4. Amount of Irrigation Consumptive Use Required for the Irrigation of 19.8 Acres

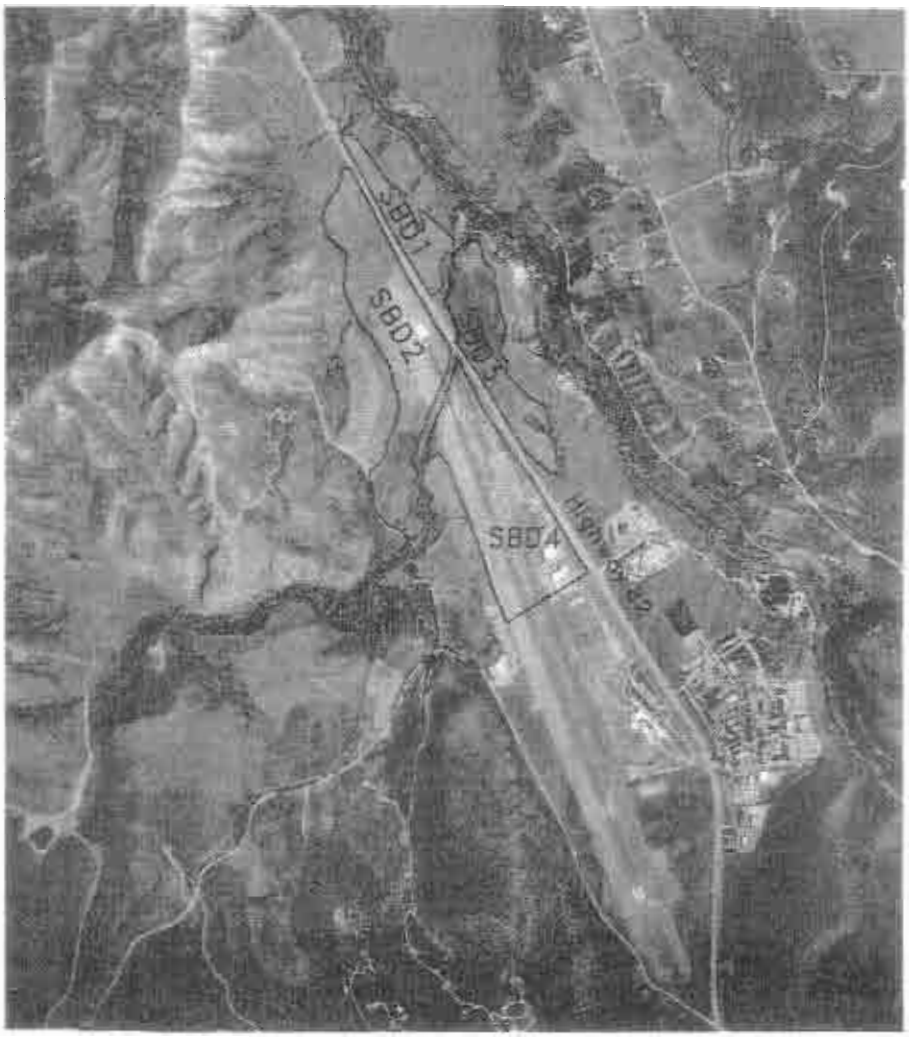
The irrigation consumptive use requirements for the Airport's irrigation of up to 19.8 acres of landscaping at the terminal and along the west side of the runway have been calculated to be 37 acre-feet per year. Table 7 summarizes the average monthly and annual calculations of irrigation consumptive use required by lawn grass at an elevation of 7,740 feet utilizing the Pochop adjustment to the crop growth stage coefficient for lawn grass. This estimate of consumptive use is based on a full supply of water for lawn grass. However, it is likely that a lower water using vegetation will be planted along the runway. Thus, the amount of water actually needed to irrigate the 19.8 acres may vary from the estimated amount of 37 acre-feet per year. To account for such variation, Pitkin County shall measure the amount of water actually applied to the landscaped areas on the airport property and will apply an 85% consumptive use factor to the total amount of water used. The calculated consumptive use will be deemed to be equivalent to the net depletions resulting from the use of the wells. If the entirety of the 37 af/yr of water consumption is not realized, Pitkin County shall be entitled to use any surplus for other purposes.

B. Plan for Augmentation

To the extent that the monthly historic irrigation consumptive use credits from the Stapleton Brothers' Ditch, summarized in Table 6, are sufficient to cover the County's delayed out-of-priority depletions from the wells, the wells will be used as alternate points of diversion for the Stapleton Brothers' Ditch's water right. To the extent that the historic credits from the Stapleton Brothers' Ditch are inadequate to cover the delayed out-of-priority depletions from the wells, the County will augment the depletions from the wells by providing replacement water from Ruedi Reservoir. Pitkin County has applied to the Basalt Water Conservancy District for a water allotment contract in the amount of 25 acre-feet per year from Ruedi Reservoir.

V. CONCLUSION

If the County's change of its Stapleton Brothers' Ditch water right and its plan for augmentation are operated and administered in accordance with this report, no injury to vested water rights will result.



N

LEGEND

SBD — AREA HISTORICALLY IRRIGATED BY STAPLETON BROTHERS' DITCH

0 1000 2000 3000

SCALE - FEET (APPROX)

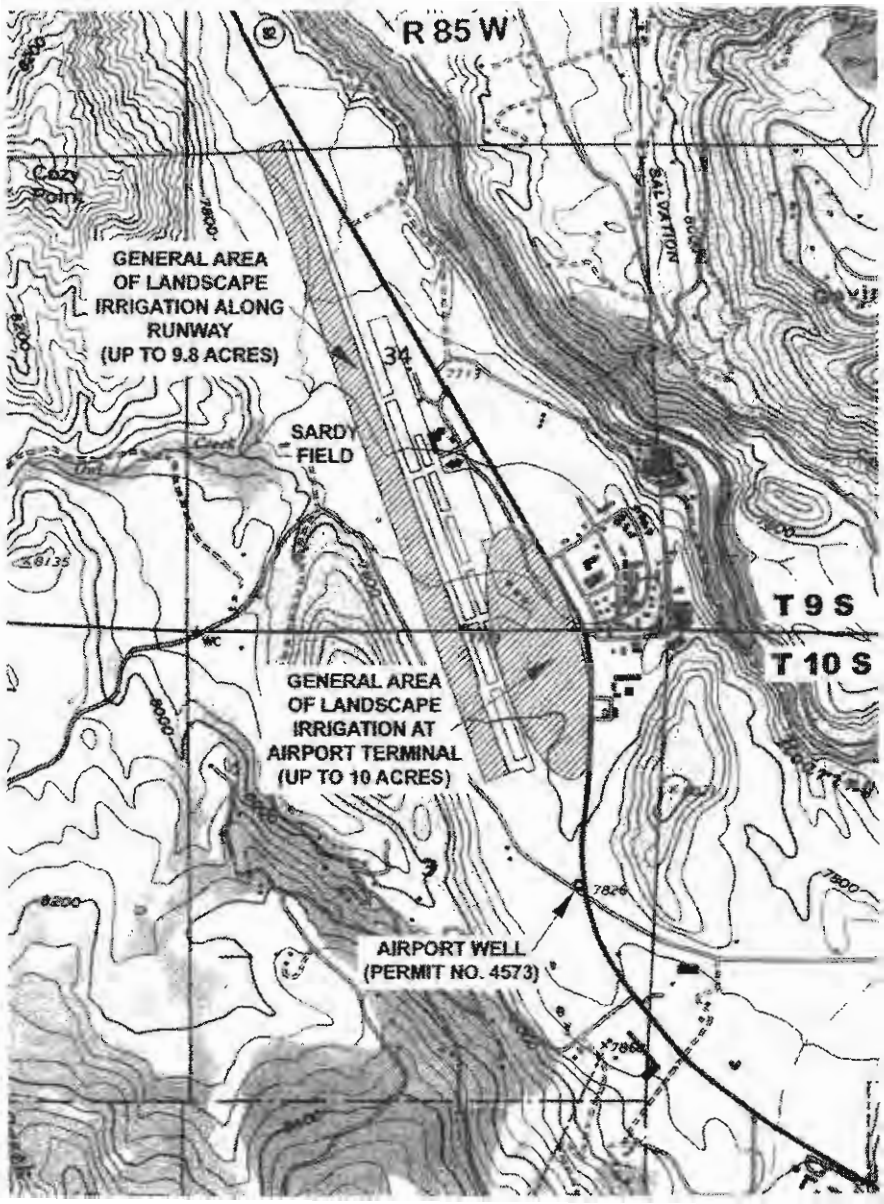
PITKIN COUNTY

AREAS HISTORICALLY IRRIGATED BY THE STAPLETON BROTHERS' DITCH

MARTIN AND WOOD WATER CONSULTANTS, INC.

FIGURE 1

JOB NO 425.1 APRIL 18 2006



LOCATION MAP OF THE PITKIN COUNTY AIRPORT WELL

MARTIN AND WOOD WATER CONSULTANTS INC.

FIGURE 2

JOB NO. 425.1 JUNE 5, 2000

TABLE 1

SUMMARY OF HISTORIC DIVERSIONS BY STAPLETON BROTHERS' DITCH

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	CALCULATED ANNUAL	WATER COMMISSIONER'S ANNUAL
1969	0	0	0	0	0	1,000	1,240	1,240	600	0	0	0	4,080	4,040
1970	0	0	0	0	240	1,200	1,220	1,220	0	0	0	0	3,880	3,880
1971	0	0	0	0	240	600	620	620	600	0	0	0	2,680	2,680
1972	0	0	0	0	744	720	744	744	720	0	0	0	3,672	3,672
1973	0	0	0	0	744	720	744	744	720	0	0	0	3,672	3,672
1974	-	-	-	-	-	-	-	-	-	-	-	-	-	3,432
1975	0	0	0	0	190	475	491	491	475	222	0	0	2,344	2,344
1976	0	0	0	0	190	475	491	491	475	475	0	0	2,597	2,597
1977	0	0	0	0	349	475	491	491	475	491	0	0	2,772	2,772
1978	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1979	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1980	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1981	0	0	0	0	0	356	368	368	345	0	0	0	1,437	1,437
1982	0	0	0	0	0	356	368	368	333	0	0	0	1,425	1,425
1983	0	0	0	0	0	356	368	368	356	368	0	0	1,816	1,817
1984	0	0	0	0	202	356	368	368	356	368	0	0	2,018	2,019
1985	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1986	0	0	0	0	0	298	240	162	0	0	0	0	700	699
1987	0	0	0	0	337	595	615	615	595	595	0	0	3,352	3,352
1988	0	0	0	0	36	179	184	184	173	0	0	0	756	756
1989	0	0	0	0	135	238	246	214	0	0	0	0	833	833
1990	0	0	0	0	492	476	460	0	0	0	0	0	1,428	1,428
1991	0	0	0	0	0	714	643	369	286	0	0	0	2,012	2,011
1992	0	0	0	0	68	56	0	0	0	0	0	0	124	124
1993	0	0	0	0	0	139	290	195	150	155	0	0	929	929
1994	0	0	0	0	0	176	224	28	0	0	0	0	428	427
24-YR AVG	0	0	0	0	165	474	495	448	337	173	0	0	2,093	2,145 (25-YR AVG)

TABLE 2

SUMMARY OF WATER COMMISSIONERS' DIVERSION RECORDS FOR STAPLETON BROTHERS' DITCH

YEAR	FIRST DAY	LAST DAY	# OF DAYS OF DIVERSIONS	MAXIMUM RATE OF DIVERSION CFS	STRUCTURE CAPACITY CFS	ANNUAL DIVERSIONS ACRE-FEET	IRRIGATED AREA ACRES	WATER COMMISSIONERS' REMARKS
1969	06/06	09/15	101	20.0	-	4,040	200	NO MEASURING DEVICE
1970	05/20	08/31	104	10.0	10.0	3,880	400	NO RECORDER
1971	05/20	09/30	134	10.0	10.0	2,680	400	NO RECORDER
1972	05/01	09/30	153	12.0	12.0	3,672	200	"ABOUT HALF OF THE AMOUNT DIVERTED RAN DIRECTLY BACK TO OWL CREEK. OF THE ORIGINAL 400 ACRES IRRIGATED BY THIS DITCH, THE ASPEN AIRPORT AND OTHER DEVELOPMENT ACCOUNT FOR AN ESTIMATED 200 ACRES OR MORE."
1973	05/01	09/30	153	12.0	12.0	3,672	150	"ESTIMATE 1500.00 AF USE FOR IRRIGATION. ASPEN AIRPORT IS ON LAND PREVIOUSLY IRRIGATED BY THIS DITCH. ESTIMATE 10.0 AF USED AS DOMESTIC. ESTIMATE 2162 (OR 21.62 ?) SPILLS BACK INTO OWL CREEK MINUS LOSS IN TRANSPORTATION. SOME USE IN (STAPLETON DITCH 'OWL CREEK'.")
1974	-	-	143	12.0	12.0	3,432	50	"ESTIMATE 500 AF USED AND 2932 RELEASED INTO OWL CREEK."
1975	05/20	10/14	148	8.0	-	2,344	150	NO RECORDER OR MEASURING DEVICE
1976	05/20	10/30	164	8.0	15.0	2,597	126	NO RECORDER OR MEASURING DEVICE
1977	05/10	10/31	175	8.0	15.0	2,772	150	NO RECORDER OR MEASURING DEVICE
1978	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1979	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1980	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1981	06/01	09/29	121	6.0	15.0	1,438	150	NO RECORDER OR MEASURING DEVICE
1982	06/01	09/28	120	6.0	15.0	1,426	150	NO RECORDER OR MEASURING DEVICE
1983	06/01	10/31	153	6.0	15.0	1,818	150	NO RECORDER OR MEASURING DEVICE
1984	05/15	10/31	170	6.0	15.0	2,020	150	NO RECORDER OR MEASURING DEVICE
1985	-	-	-	-	-	-	150	
1986	06/01	06/30	91	5.0	-	599	150	"USED FOR SNOWMAKING IN WINTER BUT NO RECORD AVAILABLE"
1987	05/15	10/30	169	10.0	-	3,352	150	"SNOWMAKING NOV. AND DEC."
1988	05/26	09/29	178	3.0	-	756	150	
1989	05/15	08/27	177	4.0	-	833	150	
1990	05/01	07/29	90	8.0	-	1,428	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING"
1991	06/01	09/24	116	12.0	-	2,011	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (38 AF)
1992	05/21	06/09	20	3.1	-	124	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (100 AF); "DITCH OFF EARLY FOR PIPE REPAIRS"
1993	06/12	10/31	142	4.8	-	929	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (11 AF)
1994	06/07	08/04	59	3.7	-	427	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (119 AF)
AVERAGE	05/23	09/27	134	-	-	2,145	159	

NOTES: (1) THE WATER COMMISSONERS' DIVERSION RECORDS INDICATE THAT THE STAPLETON BROTHERS' DITCH BEGAN TO DIVERT WATER FOR SNOWMAKING IN WATER YEAR 1986.

(2) ALL OF THE DATA PRESENTED IN THE MAIN BODY OF THIS TABLE RELATE TO THE IRRIGATION SEASON. ADDITIONAL WINTER DIVERSIONS FOR SNOWMAKING ARE SHOWN UNDER REMARKS WHERE RECORDS ARE AVAILABLE.

(3) WHILE THE DIVERSION RECORDS INDICATE AN AVERAGE OF 159 ACRES BEING IRRIGATED, THAT NUMBER HAS BEEN REDUCED TO 136 ACRES BASED ON REVIEW OF AERIAL PHOTOGRAPHS AND DISCUSSIONS WITH LADA VRANY.

TABLE 3

IRRIGATION CONSUMPTIVE USE REQUIREMENTS FOR ALFALFA FOR STAPLETON BROTHERS' DITCH
IN FEET

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1951	0.00	0.00	0.00	0.00	0.19	0.28	0.48	0.29	0.20	0.00	0.00	0.00	1.44
1952	0.00	0.00	0.00	0.00	0.20	0.43	0.41	0.27	0.24	0.00	0.00	0.00	1.55
1953	0.00	0.00	0.00	0.00	0.12	0.43	0.45	0.36	0.30	0.00	0.00	0.00	1.66
1954	0.00	0.00	0.00	0.00	0.23	0.43	0.52	0.35	0.15	0.00	0.00	0.00	1.68
1955	0.00	0.00	0.00	0.00	0.18	0.31	0.43	0.34	0.29	0.00	0.00	0.00	1.55
1956	0.00	0.00	0.00	0.00	0.28	0.45	0.41	0.34	0.31	0.00	0.00	0.00	1.79
1957	0.00	0.00	0.00	0.00	0.05	0.27	0.41	0.33	0.23	0.00	0.00	0.00	1.29
1958	0.00	0.00	0.00	0.00	0.28	0.40	0.52	0.45	0.24	0.00	0.00	0.00	1.89
1959	0.00	0.00	0.00	0.00	0.14	0.39	0.40	0.28	0.08	0.00	0.00	0.00	1.29
1960	0.00	0.00	0.00	0.00	0.19	0.42	0.47	0.39	0.25	0.00	0.00	0.00	1.72
1961	0.00	0.00	0.00	0.00	0.17	0.49	0.48	0.39	0.00	0.00	0.00	0.00	1.53
1962	0.00	0.00	0.00	0.00	0.15	0.41	0.47	0.38	0.23	0.00	0.00	0.00	1.64
1963	0.00	0.00	0.00	0.00	0.28	0.28	0.53	0.26	0.28	0.00	0.00	0.00	1.65
1964	0.00	0.00	0.00	0.00	0.21	0.28	0.52	0.18	0.22	0.00	0.00	0.00	1.41
1965	0.00	0.00	0.00	0.00	0.21	0.32	0.43	0.33	0.04	0.00	0.00	0.00	1.33
1966	0.00	0.00	0.00	0.00	0.26	0.37	0.44	0.34	0.25	0.00	0.00	0.00	1.66
1967	0.00	0.00	0.00	0.00	0.16	0.30	0.43	0.36	0.21	0.00	0.00	0.00	1.46
1968	0.00	0.00	0.00	0.00	0.17	0.44	0.43	0.21	0.19	0.00	0.00	0.00	1.44
1969	0.00	0.00	0.00	0.00	0.26	0.16	0.49	0.44	0.19	0.00	0.00	0.00	1.54
1970	0.00	0.00	0.00	0.00	0.27	0.35	0.46	0.35	0.08	0.00	0.00	0.00	1.51
1971	0.00	0.00	0.00	0.00	0.19	0.46	0.52	0.37	0.14	0.00	0.00	0.00	1.68
1972	0.00	0.00	0.00	0.00	0.23	0.40	0.56	0.37	0.13	0.00	0.00	0.00	1.69
1973	0.00	0.00	0.00	0.00	0.12	0.28	0.39	0.40	0.18	0.00	0.00	0.00	1.37
1974	0.00	0.00	0.00	0.00	0.31	0.38	0.40	0.36	0.22	0.00	0.00	0.00	1.67
1975	0.00	0.00	0.00	0.00	0.16	0.29	0.42	0.42	0.22	0.00	0.00	0.00	1.51
1976	0.00	0.00	0.00	0.00	0.25	0.39	0.48	0.34	0.18	0.00	0.00	0.00	1.64
1977	0.00	0.00	0.00	0.00	0.29	0.53	0.44	0.38	0.23	0.00	0.00	0.00	1.87
1978	0.00	0.00	0.00	0.00	0.11	0.55	0.53	0.41	0.21	0.00	0.00	0.00	1.81
1979	0.00	0.00	0.00	0.00	0.09	0.22	0.54	0.35	0.32	0.00	0.00	0.00	1.52
1980	0.00	0.00	0.00	0.00	0.11	0.41	0.57	0.39	0.26	0.00	0.00	0.00	1.74
1981	0.00	0.00	0.00	0.00	0.06	0.44	0.41	0.38	0.22	0.00	0.00	0.00	1.51
1982	0.00	0.00	0.00	0.00	0.14	0.33	0.42	0.42	0.10	0.00	0.00	0.00	1.41
1983	0.00	0.00	0.00	0.00	0.00	0.28	0.52	0.40	0.29	0.00	0.00	0.00	1.49
1984	0.00	0.00	0.00	0.00	0.23	0.15	0.37	0.27	0.22	0.00	0.00	0.00	1.24
1985	0.00	0.00	0.00	0.00	0.17	0.41	0.40	0.46	0.00	0.00	0.00	0.00	1.44
1986	0.00	0.00	0.00	0.00	0.20	0.39	0.40	0.33	0.10	0.00	0.00	0.00	1.42
1987	0.00	0.00	0.00	0.00	0.21	0.33	0.48	0.34	0.26	0.00	0.00	0.00	1.62
1988	0.00	0.00	0.00	0.00	0.18	0.43	0.56	0.47	0.16	0.00	0.00	0.00	1.80
1989	0.00	0.00	0.00	0.00	0.25	0.43	0.49	0.37	0.25	0.00	0.00	0.00	1.79
1990	0.00	0.00	0.00	0.00	0.22	0.49	0.39	0.41	0.24	0.00	0.00	0.00	1.75
1991	0.00	0.00	0.00	0.00	0.24	0.33	0.46	0.38	0.20	0.00	0.00	0.00	1.61
1992	0.00	0.00	0.00	0.00	0.14	0.34	0.34	0.31	0.18	0.00	0.00	0.00	1.31
1993	0.00	0.00	0.00	0.00	0.13	0.32	0.36	0.33	0.15	0.00	0.00	0.00	1.29
1994	0.00	0.00	0.00	0.00	0.26	0.47	0.54	0.40	0.24	0.00	0.00	0.00	1.91
1995	0.00	0.00	0.00	0.00	0.00	0.27	0.33	0.41	0.19	0.00	0.00	0.00	1.20
AVERAGES	0.00	0.00	0.00	0.00	0.18	0.37	0.46	0.36	0.20	0.00	0.00	0.00	1.56

TABLE 4

IRRIGATION CONSUMPTIVE USE REQUIREMENTS FOR GRASS FOR STAPLETON BROTHERS' DITCH
IN FEET

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1951	0.00	0.00	0.00	0.00	0.31	0.46	0.57	0.32	0.32	0.05	0.00	0.00	2.03
1952	0.00	0.00	0.00	0.00	0.34	0.57	0.51	0.27	0.36	0.23	0.00	0.00	2.28
1953	0.00	0.00	0.00	0.00	0.26	0.57	0.53	0.39	0.43	0.13	0.00	0.00	2.31
1954	0.00	0.00	0.00	0.00	0.36	0.59	0.59	0.37	0.23	0.06	0.00	0.00	2.20
1955	0.00	0.00	0.00	0.00	0.32	0.49	0.53	0.35	0.42	0.13	0.00	0.00	2.24
1956	0.00	0.00	0.00	0.00	0.41	0.59	0.52	0.41	0.43	0.17	0.00	0.00	2.53
1957	0.00	0.00	0.00	0.00	0.14	0.42	0.52	0.36	0.37	0.14	0.00	0.00	1.95
1958	0.00	0.00	0.00	0.00	0.43	0.54	0.64	0.47	0.35	0.16	0.00	0.00	2.59
1959	0.00	0.00	0.00	0.00	0.23	0.50	0.50	0.28	0.15	0.06	0.00	0.00	1.72
1960	0.00	0.00	0.00	0.00	0.32	0.57	0.55	0.40	0.35	0.10	0.00	0.00	2.29
1961	0.00	0.00	0.00	0.00	0.27	0.63	0.57	0.40	0.00	0.00	0.00	0.00	1.87
1962	0.00	0.00	0.00	0.00	0.27	0.57	0.59	0.42	0.35	0.14	0.00	0.00	2.34
1963	0.00	0.00	0.00	0.00	0.42	0.40	0.62	0.25	0.38	0.09	0.00	0.00	2.16
1964	0.00	0.00	0.00	0.00	0.34	0.41	0.58	0.14	0.34	0.20	0.00	0.00	2.01
1965	0.00	0.00	0.00	0.00	0.35	0.47	0.51	0.36	0.09	0.22	0.00	0.00	2.00
1966	0.00	0.00	0.00	0.00	0.38	0.52	0.50	0.37	0.37	0.04	0.00	0.00	2.18
1967	0.00	0.00	0.00	0.00	0.30	0.45	0.50	0.39	0.32	0.12	0.00	0.00	2.08
1968	0.00	0.00	0.00	0.00	0.31	0.59	0.52	0.21	0.32	0.13	0.00	0.00	2.08
1969	0.00	0.00	0.00	0.00	0.37	0.26	0.56	0.42	0.29	0.00	0.00	0.00	1.90
1970	0.00	0.00	0.00	0.00	0.42	0.49	0.54	0.33	0.13	0.00	0.00	0.00	1.91
1971	0.00	0.00	0.00	0.00	0.34	0.61	0.61	0.37	0.25	0.04	0.00	0.00	2.22
1972	0.00	0.00	0.00	0.00	0.37	0.53	0.65	0.39	0.20	0.00	0.00	0.00	2.14
1973	0.00	0.00	0.00	0.00	0.20	0.41	0.48	0.43	0.29	0.16	0.00	0.00	1.97
1974	0.00	0.00	0.00	0.00	0.44	0.50	0.47	0.40	0.34	0.11	0.00	0.00	2.26
1975	0.00	0.00	0.00	0.00	0.30	0.44	0.49	0.45	0.34	0.06	0.00	0.00	2.08
1976	0.00	0.00	0.00	0.00	0.38	0.54	0.55	0.38	0.27	0.20	0.00	0.00	2.32
1977	0.00	0.00	0.00	0.00	0.44	0.64	0.49	0.38	0.31	0.12	0.00	0.00	2.38
1978	0.00	0.00	0.00	0.00	0.22	0.66	0.60	0.44	0.30	0.10	0.00	0.00	2.32
1979	0.00	0.00	0.00	0.00	0.15	0.30	0.62	0.36	0.44	0.13	0.00	0.00	2.00
1980	0.00	0.00	0.00	0.00	0.22	0.58	0.65	0.42	0.37	0.03	0.00	0.00	2.27
1981	0.00	0.00	0.00	0.00	0.12	0.57	0.48	0.41	0.32	0.00	0.00	0.00	1.90
1982	0.00	0.00	0.00	0.00	0.26	0.49	0.52	0.44	0.15	0.07	0.00	0.00	1.93
1983	0.00	0.00	0.00	0.00	0.01	0.43	0.61	0.39	0.40	0.09	0.00	0.00	1.93
1984	0.00	0.00	0.00	0.00	0.35	0.22	0.41	0.24	0.33	0.00	0.00	0.00	1.55
1985	0.00	0.00	0.00	0.00	0.27	0.55	0.47	0.48	0.00	0.00	0.00	0.00	1.77
1986	0.00	0.00	0.00	0.00	0.32	0.51	0.49	0.32	0.17	0.15	0.00	0.00	1.96
1987	0.00	0.00	0.00	0.00	0.34	0.43	0.57	0.35	0.38	0.13	0.00	0.00	2.20
1988	0.00	0.00	0.00	0.00	0.29	0.51	0.63	0.48	0.27	0.23	0.00	0.00	2.41
1989	0.00	0.00	0.00	0.00	0.38	0.58	0.55	0.41	0.36	0.19	0.00	0.00	2.47
1990	0.00	0.00	0.00	0.00	0.37	0.61	0.47	0.44	0.32	0.00	0.00	0.00	2.21
1991	0.00	0.00	0.00	0.00	0.36	0.44	0.55	0.40	0.29	0.05	0.00	0.00	2.09
1992	0.00	0.00	0.00	0.00	0.21	0.51	0.46	0.35	0.27	0.16	0.00	0.00	1.96
1993	0.00	0.00	0.00	0.00	0.24	0.48	0.49	0.37	0.25	0.00	0.00	0.00	1.83
1994	0.00	0.00	0.00	0.00	0.39	0.59	0.64	0.40	0.35	0.05	0.00	0.00	2.42
1995	0.00	0.00	0.00	0.00	0.00	0.39	0.41	0.42	0.27	0.09	0.00	0.00	1.58
AVERAGES	0.00	0.00	0.00	0.00	0.30	0.50	0.54	0.37	0.29	0.10	0.00	0.00	2.11

TABLE 5

IRRIGATION CONSUMPTIVE USE REQUIREMENTS FOR 50%/50% MIXTURE OF ALFALFA AND GRASS
FOR STAPLETON BROTHERS' DITCH
IN FEET

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1951	0.00	0.00	0.00	0.00	0.25	0.37	0.52	0.31	0.26	0.03	0.00	0.00	1.74
1952	0.00	0.00	0.00	0.00	0.27	0.49	0.45	0.27	0.30	0.12	0.00	0.00	1.90
1953	0.00	0.00	0.00	0.00	0.19	0.49	0.48	0.38	0.37	0.07	0.00	0.00	1.98
1954	0.00	0.00	0.00	0.00	0.30	0.50	0.55	0.36	0.19	0.03	0.00	0.00	1.93
1955	0.00	0.00	0.00	0.00	0.25	0.40	0.47	0.35	0.36	0.07	0.00	0.00	1.90
1956	0.00	0.00	0.00	0.00	0.35	0.51	0.46	0.38	0.37	0.09	0.00	0.00	2.16
1957	0.00	0.00	0.00	0.00	0.10	0.35	0.46	0.35	0.30	0.07	0.00	0.00	1.63
1958	0.00	0.00	0.00	0.00	0.36	0.46	0.57	0.45	0.30	0.08	0.00	0.00	2.22
1959	0.00	0.00	0.00	0.00	0.19	0.44	0.44	0.28	0.12	0.03	0.00	0.00	1.50
1960	0.00	0.00	0.00	0.00	0.26	0.49	0.50	0.40	0.30	0.05	0.00	0.00	2.00
1961	0.00	0.00	0.00	0.00	0.22	0.55	0.52	0.40	0.00	0.00	0.00	0.00	1.69
1962	0.00	0.00	0.00	0.00	0.21	0.48	0.52	0.40	0.29	0.07	0.00	0.00	1.97
1963	0.00	0.00	0.00	0.00	0.35	0.34	0.57	0.26	0.33	0.05	0.00	0.00	1.90
1964	0.00	0.00	0.00	0.00	0.28	0.35	0.54	0.16	0.28	0.10	0.00	0.00	1.71
1965	0.00	0.00	0.00	0.00	0.28	0.40	0.46	0.35	0.07	0.11	0.00	0.00	1.67
1966	0.00	0.00	0.00	0.00	0.32	0.44	0.46	0.36	0.31	0.02	0.00	0.00	1.91
1967	0.00	0.00	0.00	0.00	0.23	0.38	0.46	0.38	0.27	0.06	0.00	0.00	1.79
1968	0.00	0.00	0.00	0.00	0.24	0.51	0.47	0.21	0.26	0.07	0.00	0.00	1.76
1969	0.00	0.00	0.00	0.00	0.32	0.21	0.52	0.43	0.24	0.00	0.00	0.00	1.72
1970	0.00	0.00	0.00	0.00	0.35	0.42	0.49	0.34	0.11	0.00	0.00	0.00	1.71
1971	0.00	0.00	0.00	0.00	0.27	0.53	0.56	0.37	0.20	0.02	0.00	0.00	1.95
1972	0.00	0.00	0.00	0.00	0.30	0.46	0.60	0.38	0.17	0.00	0.00	0.00	1.91
1973	0.00	0.00	0.00	0.00	0.16	0.35	0.43	0.42	0.24	0.08	0.00	0.00	1.68
1974	0.00	0.00	0.00	0.00	0.38	0.43	0.43	0.38	0.28	0.06	0.00	0.00	1.96
1975	0.00	0.00	0.00	0.00	0.23	0.37	0.45	0.43	0.28	0.03	0.00	0.00	1.79
1976	0.00	0.00	0.00	0.00	0.32	0.46	0.51	0.36	0.23	0.10	0.00	0.00	1.98
1977	0.00	0.00	0.00	0.00	0.37	0.58	0.46	0.38	0.27	0.06	0.00	0.00	2.12
1978	0.00	0.00	0.00	0.00	0.17	0.60	0.56	0.43	0.26	0.05	0.00	0.00	2.07
1979	0.00	0.00	0.00	0.00	0.12	0.26	0.57	0.36	0.38	0.07	0.00	0.00	1.76
1980	0.00	0.00	0.00	0.00	0.17	0.49	0.60	0.41	0.32	0.02	0.00	0.00	2.01
1981	0.00	0.00	0.00	0.00	0.09	0.50	0.44	0.40	0.27	0.00	0.00	0.00	1.70
1982	0.00	0.00	0.00	0.00	0.20	0.41	0.46	0.43	0.13	0.04	0.00	0.00	1.67
1983	0.00	0.00	0.00	0.00	0.01	0.36	0.56	0.40	0.35	0.05	0.00	0.00	1.73
1984	0.00	0.00	0.00	0.00	0.29	0.19	0.39	0.26	0.28	0.00	0.00	0.00	1.41
1985	0.00	0.00	0.00	0.00	0.22	0.47	0.43	0.46	0.00	0.00	0.00	0.00	1.58
1986	0.00	0.00	0.00	0.00	0.26	0.44	0.44	0.33	0.14	0.08	0.00	0.00	1.69
1987	0.00	0.00	0.00	0.00	0.28	0.38	0.52	0.35	0.32	0.07	0.00	0.00	1.92
1988	0.00	0.00	0.00	0.00	0.24	0.46	0.59	0.47	0.22	0.12	0.00	0.00	2.10
1989	0.00	0.00	0.00	0.00	0.32	0.50	0.51	0.39	0.31	0.10	0.00	0.00	2.13
1990	0.00	0.00	0.00	0.00	0.30	0.54	0.43	0.43	0.28	0.00	0.00	0.00	1.98
1991	0.00	0.00	0.00	0.00	0.30	0.39	0.50	0.39	0.25	0.03	0.00	0.00	1.86
1992	0.00	0.00	0.00	0.00	0.18	0.43	0.40	0.33	0.23	0.08	0.00	0.00	1.65
1993	0.00	0.00	0.00	0.00	0.19	0.40	0.43	0.35	0.20	0.00	0.00	0.00	1.57
1994	0.00	0.00	0.00	0.00	0.33	0.52	0.58	0.40	0.30	0.03	0.00	0.00	2.16
1995	0.00	0.00	0.00	0.00	0.00	0.33	0.37	0.42	0.23	0.05	0.00	0.00	1.40
AVERAGES	0.00	0.00	0.00	0.00	0.24	0.43	0.49	0.37	0.25	0.05	0.00	0.00	1.83

TABLE 6

SUMMARY OF HISTORIC IRRIGATION CONSUMPTIVE USE FOR STAPLETON BROTHERS' DITCH
IN ACRE-FEET

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
				32.7	58.5	66.7	50.3	34.0	6.8			249.0

TABLE 7

SUMMARY OF IRRIGATION CONSUMPTIVE USE REQUIREMENTS FOR IRRIGATION OF 19.8 ACRES OF LAWN GRASS IN ACRE-FEET

MAY	JUN	JUL	AUG	SEP	OCT	ANNUAL
5.6	7.7	8.7	6.7	5.1	3.2	37.0

Tab 12

EXHIBIT 7

STATE OF COLORADO

Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 866-4474
www.cwcb.state.co.us

Bill Ritter, Jr.
Governor

Harris D. Sherman
DNR Executive Director

Jennifer L. Gimbel
CWCB Director

Dan McAuliffe
CWCB Deputy Director

TO: Colorado Water Conservation Board Members

FROM: Linda J. Bassi, Chief
Kaylea White
Stream and Lake Protection Section

DATE: January 20, 2009

SUBJECT: **Agenda Item No. 15, January 27-28, 2009 Board Meeting**
Stream and Lake Protection Section – Roaring Fork River Basin Proposed Water Acquisition

Introduction

The Pitkin County Board of County Commissioners (Pitkin County") has offered the Colorado Water Conservation Board ("CWCB") a long term loan of a water right for instream flow ("ISF") use on Maroon Creek and the Roaring Fork River in Pitkin County. This is the first long term loan of water offered to the Board since the passage of House Bill 08-1280. The instrument of the loan is a revocable trust ("Trust Agreement") wherein Pitkin County is the Settlor and CWCB is the Trustee. The first component of the proposed long term loan includes 4.3 cfs in the Stapleton Brothers Ditch for ISF use on Maroon Creek and the Roaring Fork River. The Trust Agreement contemplates an additional component including approximately 34 additional water rights in the Roaring Fork Basin that may be used for ISF purposes. Within 12 months of the effective date of the Trust Agreement, Staff will return to the Board to request the Board's consideration of the additional water rights. A draft Trust Agreement is attached as Appendix A. The water rights to be loaned are shown in Exhibits A-1 and A-2 to the Trust Agreement. Maps are attached as Appendix C.

Staff Recommendation

Pursuant to ISF Rule 6b, the Board's consideration of this proposal at this meeting will initiate the 120-day period for Board review. **No formal action is required at this time.** Staff believes that this proposed acquisition will benefit the ISF Program. The initial presentation of this proposal provides an opportunity to the Board and the public to identify questions or concerns that Staff or Pitkin County will address at this or a subsequent meeting.

1. The Stapleton Brothers Ditch Water Right

The Stapleton Brothers Ditch historically diverted water from Maroon Creek, approximately two miles upstream of the confluence of Maroon Creek and the Roaring Fork River. The Stapleton

Brothers Ditch water right was originally decreed for 8.0 cfs absolute for irrigation purposes by the Pitkin County District Court on October 16, 1933 in Civil Action No. 3000 with an appropriation date of June 30, 1904 (decree attached as Appendix D). The decree identifies approximately 400 acres of land in the vicinity of the Aspen-Pitkin County Airport. However because of actual historical irrigation acreage, the historical consumptive use was quantified for dry up of 136 acres for a total of 220 acre-feet per year of consumptive use credits from May 1 through October 31, and decreed in District Court, Water Division No. 5, Case No. 99CW306, (decree attached as Appendix E). The historical consumptive use analysis was performed using the period of 1904-2004. As part of changing this water right to add ISF use, the historical consumptive use analysis will need to be updated to include recent years up to the year the new water rights change application is filed.

2. The Board's Water Acquisition Procedures

Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program ("ISF Rules") sets forth the Board's procedures for acquiring water for ISF use. Modifications to Rule 6 are expected to be adopted by the Board at this January 2009 meeting and become effective March 2, 2009. Therefore, the new rules have been used to guide Staff's review of this proposal. Section 37-92-102(3), C.R.S. provides 120 days for the Board to determine what terms and conditions it will accept in an acquisition agreement for water, water rights, or interests in water to preserve or improve the natural environment. ISF Rule 6 requires a minimum of two Board meetings to allow for public input prior to taking final action on a proposed acquisition. The Board's initial consideration of this proposal at this Board meeting initiates the 120-day time period for the Board to consider the terms and conditions of the proposed acquisition. Final action on the proposal could occur at the March 2009 Board meeting. ISF Rule 6m.(4) provides that any person may request the Board to hold a hearing on the proposed acquisition, and that such a request must be filed within twenty days of this Board meeting.

ISF Rules 6e and 6f require the Board to evaluate the appropriateness of the acquisition and determine how best to utilize the acquired water rights to preserve or improve the natural environment. The Rules list several factors the Board may consider in its evaluation of the acquisition; those factors are addressed in this memo.

Pursuant to statute, Staff has requested recommendations from the Division of Wildlife, the Division of Parks and Outdoor Recreation, the U.S. Department of Agriculture and the U.S. Department of Interior. Pursuant to ISF Rule 6m(1), Staff has provided notice of the proposed acquisition to all persons included on the appropriate ISF Subscription Mailing Lists and provided notice to the State Engineer's Substitute Supply Plan Notification List. Staff has requested a biological analysis from the Colorado Division of Wildlife ("CDOW") pursuant to Rule 6f(2). CDOW's recommendation regarding this acquisition proposal is attached as Appendix G.

3. Summary of Proposed Acquisition

Pitkin County is proposing to convey an interest in the Stapleton Brothers Ditch water right and other water rights to the Board for ISF use via a revocable trust instrument. The trust arrangement is necessitated by Pitkin County's water acquisition mechanisms. Some of the water rights were acquired through the County's Open Space and Trails Department with restricted funds and cannot be sold or otherwise converted without voter approval and replacement of the water rights. Other water rights were acquired through the County's Airport Enterprise Fund, which is governed by the Taxpayers' Bill of Rights ("TABOR"), and cannot be sold or leased absent compliance with TABOR restrictions. Pitkin County is dedicated to

protecting the flows of the rivers and streams in Pitkin County. The County believes that the CWCB's Instream Flow Program presents a valuable opportunity to use the designated water rights towards that goal. The proposed Trust Agreement contains the following terms and conditions (paraphrased from the proposed Agreement):

a. Within six (6) months of the execution of the Trust Agreement, the Board and Pitkin County shall file a joint application with the Water Court to change the Stapleton Brothers Right to add instream flow as a beneficial use.
b. Within twelve (12) months of the effective date of the Trust Agreement, the Board and Pitkin County shall begin the process to obtain CWCB approval to add the water rights identified in Exhibit A-2 of the Trust Agreement to the Trust Estate, and subsequently to apply to Water Court to add instream flow as a beneficial use.
c. The Board and Pitkin County will each bear its own costs and expenses in the Water Court cases and each shall bear one-half of the responsibility for services of consulting engineers.
d. Under certain conditions, Pitkin County may from time to time add or withdraw all or part of the water rights in the Trust Estate by delivering an instrument in writing to the Board.
e. The Board commits to use the Stapleton Brothers Right for ISF purposes to preserve or improve the natural environment to a reasonable degree and to take all reasonable steps to enforce said ISF rights and protect them from injury.
f. The Board shall be responsible for all administration, monitoring and measuring required by the Division Engineer to use the Trust Estate for ISF purposes. The Board shall provide annual updates to Pitkin County of the use of the Trust Estate for ISF purposes.
g. The term of the loan is perpetual unless terminated by Pitkin County. The loan may not be terminated during the initial five (5) year period after the Trust Agreement is signed.

4. Existing Instream Flow Water Rights

The Board currently holds ISF water rights on Maroon Creek and the Roaring Fork River that could benefit from this acquisition.

Case No.	Stream	Reach	Amount (cfs)	Approp. Date
5-76W2945	Maroon Creek	conf of East & West Maroon Ck to Roaring Fork River	14 (Jan1 – Dec 31)	1-14-1976
5-85CW646	Roaring Fork River	conf Maroon Ck to conf Frying Pan R.	55(Apr 1 – Sept 30) 30 (Oct 1 – Mar 31)	11-8-1985

5. Existing Natural Environment

Maroon Creek is classified as a medium stream (between 20 and 35 feet wide). Fishery surveys indicate the stream environment of Maroon Creek supports self-sustaining populations of brook trout, speckled dace and mottled sculpin.

The Roaring Fork River is classified as a river (between 60 and 99 feet wide). Fishery surveys indicate that the river environment of the Roaring Fork supports self-sustaining populations of brown trout, mountain whitefish, mottled sculpin, and white sucker.

6. Natural Flow Regime

Maroon Creek originates at the confluence of East Maroon Creek with West Maroon Creek at an elevation of approximately 9,000 feet in the White River National Forest. It flows in a

northeasterly direction for 9 miles until it joins the Roaring Fork River at an elevation of approximately 7,700 feet. Streamflow records from a USGS gage approximately 3-4 miles upstream of the Ditch for the years 1969-1994 indicate that average mean daily flows in the summer ranges from 38 – 247 cfs, with average lowest daily flows from 18 – 82 cfs.

The Roaring Fork River originates at the outlet of Independence Lake at an elevation of approximately 12,500 feet in the White River National Forest. It flows in a northwesterly direction for 60.5 miles until it joins the Colorado River at an elevation of approximately 5,760 feet. Streamflow records from a gage just upstream of the City of Aspen indicate that average monthly flows range from 50 – 400 cfs.

7. Proposed Use of the Stapleton Brothers Ditch Water Right:

The Board could use the acquired right to preserve and improve the natural environment to a reasonable degree in Maroon Creek and the Roaring Fork River in the following reaches:

Maroon Creek – A two mile reach of the natural environment on Maroon Creek could be preserved and improved from the headgate of the Stapleton Brothers Ditch to the confluence with the Roaring Fork River. The loaned 4.3 cfs could be used to bring flows up to 14 cfs at times when the ISF water right is not being met, or could be added to the existing 14 cfs ISF water right for a total of 18.3 cfs during the irrigation season.

Roaring Fork River – A reach of approximately one mile of the natural environment of the Roaring Fork River could be preserved and improved from its confluence with Maroon Creek to the accrual point of historical irrigation return flows near the airport. The loaned 4.3 cfs could be used to bring flows up to 55 cfs at times when the ISF water right is not being met, or could be added to the existing 55 cfs ISF water right for a total of 59.3 cfs during the irrigation season.

The remaining 15.1 miles of the ISF reach could be preserved by the historical consumptive use amount by bolstering the existing 1985 appropriation with a 1904 appropriation as part of the 55 cfs ISF flow amount.

8. Historical Use and Historical Return Flows of the Stapleton Ditch Water Right

Pitkin County has provided a report prepared by Martin and Wood Water Consultants, Inc. ("Martin and Wood") (attached as Appendix F) that provides background and historical use information on the Stapleton Brothers Ditch water right. In Case No. 99CW306 (Appendix E), the Division 5 Water Court decreed slightly lower historical consumptive use amounts than those presented in the Martin and Wood report. The court stated that the decreed values are "*res judicata* as to the historic consumptive use of the Stapleton Brothers Ditch water right from 1904 through 2004 in any subsequent proceeding of this Court." This Court's decreed values will need to be modified to include the period of use between 2004 and the date the change case application is filed to add ISF use.

1. For the 8.0 cfs water right, HCU monthly volumes decreed in Case No. 99CW306 (1904-2004) are as follows:

	May	June	July	Aug	Sept	Oct	Total
Acre-ft	29.0	52.0	59.0	44.0	30.0	6.0	220.0
cfs	0.47	0.87	0.96	0.72	0.50	0.10	

2. For a 4.34 cfs (54.2% of the original 8.0 cfs) water right, HCU monthly volumes are estimated to be as follows:

	May	June	July	Aug	Sept	Oct	Total
Acre-ft	15.7	28.2	32.0	23.9	16.3	3.3	119.25
cfs	0.25	0.47	0.52	0.39	0.27	0.05	

The values in the tables above were calculated based on values in the change decree. These values may be adjusted in accordance with subsequent engineering.

Based on existing engineering, it appears that diversions were 100% depletive to Maroon Creek, because the return flows accrued to the Roaring Fork River. Therefore, the historical depletion to Maroon Creek is equal to the diversion rate.

The ISF on the Roaring Fork River relies on the historical return flows of this water right. However, the pattern of accrual to the stream should remain unaffected by changing the water right to instream flow use because it appears that the historical return flows accrued to the Roaring Fork River within the same month it was diverted. The timing of return flows will be checked with subsequent engineering to assure this is the case.

9. Potential Benefits of Donation

Maroon Creek – The Board currently holds an ISF water right on Maroon Creek for 14 cfs year round, adjudicated in 1976. This proposed acquisition could help preserve the natural environment to a reasonable decree by bringing flows up to 14 cfs at times when the ISF water right is not being met, and could increase the water right up to 18.3 cfs during the irrigation season since the acquired water would be left undiverted in Maroon Creek. The additional flows are expected to benefit the water dependent natural environment of Maroon Creek. In addition to providing benefits on Maroon Creek below the historical diversion point, the Board's ability to call this senior right resulting from the acquisition of this water right will protect flows above the diversion point from junior water rights and thereby will benefit the fish habitat existing in the entire Maroon Creek ISF reach

Roaring Fork River –The Board holds an ISF water right on the Roaring Fork River for 55 cfs during the summer and 30 cfs during the winter, adjudicated in 1985. Over a one-mile reach, this proposed acquisition could increase the water right to 59.3 cfs during the irrigation season since the acquired water would no longer be diverted. Over the entire reach, including the upper one-mile reach and the remaining 15.1 miles, historical consumptive use associated with the Stapleton Brothers Ditch water right could help preserve the natural environment to a reasonable decree by bringing flows up to 55 cfs at times when the ISF water right is not being met, benefiting the Roaring Fork River fish habitat.

Accepting this senior water right will potentially increase the frequency that the existing ISF water rights on Maroon Creek and the Roaring Fork River will be fully satisfied, which in turn should increase the quality of the water dependent natural environment within these two streams. Furthermore, the additional flows in Maroon Creek and part of the Roaring Fork River are expected to improve the natural environment to a reasonable degree within the ISF reaches.

10. Other Water Rights in Proposed Reach

Maroon Creek – There are several water rights that divert from Maroon Creek both upstream and downstream of the Stapleton Ditch headgate. Based on Staff's preliminary investigation, all of the water rights that divert downstream of the Stapleton Brothers headgate have a junior priority to the water rights to be acquired. Some of the upstream water rights are senior and some are junior to the water rights to be acquired.

Roaring Fork River – There are several large water rights that divert from the affected reach of the Roaring Fork River. Some of these water rights are senior and some are junior to the water rights to be acquired.

11. Potential Injury to Existing Rights

Maroon Creek – The Stapleton Brothers Ditch water right, decreed for irrigation purposes in 1933, was appropriated in 1904. It appears that except for a small amount of ditch seepage losses that might have returned to Maroon Creek, the diverted water was fully consumptive to Maroon Creek, because irrigation return flows accrued to the Roaring Fork River.

Roaring Fork River – According to the Water Commissioner, several water rights are diverted along this reach of the Roaring Fork River. Because the water will be left in the stream, and because historical return flows were apparently instantaneous (i.e. returned to the river within 30 days of diversion), it is expected that the Board's use of this water will not result in injury.

The water rights on both streams will be examined to ensure that none will be injured by this acquisition. Terms and conditions will be included in any decree allowing this water to be used for ISF purposes that will assure that no vested water rights on Maroon Creek or the Roaring Fork River will be injured as a result of changing the Stapleton Brothers Ditch right to add ISF use.

12. Green Mountain Historic User Pool

The Stapleton Brothers Ditch water right is junior to the 730 cfs Grand Valley Project right and has therefore likely benefited to some degree in some years from the Green Mountain Historic Users Pool (HUP) releases with respect to the Cameo call. The Division Engineer's position is that the HUP benefit will not apply to the ISF use, which is considered a non-preferred use.

When the Board uses this water for ISF purposes, the Stapleton Brothers Ditch water right would lose the HUP protection and could be diverted by a downstream junior water right that is protected under the HUP.

13. Administerability

Staff has confirmed with the Division Engineer, Alan Martellaro, that this water right should be administrable when decreed for ISF use.

14. Effect of Proposed Acquisition on Maximum Utilization of the Waters of the State

The Stapleton Brothers Ditch water right historically was used to irrigate grass and alfalfa, and the consumptive use was historically lost from the stream. The proposal to change and use the water right for ISF use will keep the water in the stream, thus making the water available for other appropriators downstream of ISF reaches, which in turn, will contribute to the maximum utilization of the waters of the state.

15. Effect of Proposed Acquisition on Any Relevant Interstate Compact Issue

This water right is a pre-1922 water right and is senior to a compact call. It is anticipated that this water will be diverted and used by other water users downstream. Consequently, it does not appear that this acquisition will raise any compact issues.

16. Availability of the Acquired Water for Subsequent Use Downstream

Acquisition of the Stapleton Brothers Ditch water right will leave up to 131 acre-feet of water in stream that was previously lost to the system through consumptive uses. That water could be available for subsequent use downstream of the Maroon Creek and the Roaring Fork River ISF reaches.

17. Costs to complete the transaction, or other associated costs

There are various costs associated with completing this water right acquisition. Martin and Wood Water Consultants, Inc. (Martin and Wood) prepared an engineering report, dated June 7, 2000, evaluating the Stapleton Brothers Ditch water right's historical uses. Potential costs to the Board include costs associated with analysis of the water right acquisition proposal, including updating or expanding the Martin and Wood report, and any costs associated with preparing, filing and prosecuting a change of water right application to add ISF use. Since the Board already holds and protects existing ISF water rights on Maroon Creek and the Roaring Fork River, staff does not expect to incur significant additional costs to protect the acquired rights.

Staff Recommendation

Pursuant to ISF Rule 6b, the Board's consideration of this proposal at this meeting will initiate the 120-day period for Board review. **No formal action is required at this time.** Staff believes that this proposed acquisition will benefit the ISF Program. The initial presentation of this proposal provides an opportunity to the Board and the public to identify questions or concerns that Staff or Pitkin County will address at this or a subsequent meeting.

Attachments

Tab 12
Appendix A

See
Tab 12: Exhibit 1

Tab 12
Appendix B

Pitkin County

530 E. Main Street Aspen, Colorado 81611

January 8, 2009

Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, Colorado 80203

Dear Members of the Board:

The Board of County Commissioners of Pitkin County ("Pitkin County") is pleased to present to the Colorado Water Conservation Board ("CWCB") a proposal for a long-term dedication of water rights to the CWCB under the recently-enacted House Bill 08-1280 through a trust arrangement with Pitkin County. The proposal, which is subject to approval by the Board of County Commissioners after a public hearing, includes the dedication of several water rights for instream flow purposes and would allow water rights acquired by Pitkin County in the future to also be dedicated to the trust.

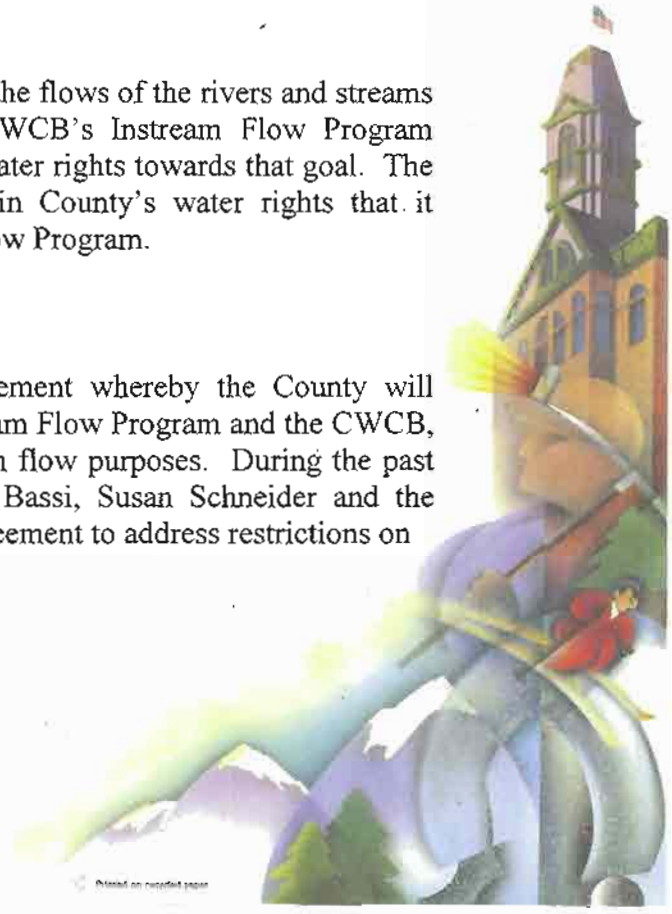
Background

Over the course of several years, Pitkin County has acquired water rights in the Roaring Fork River Basin. Some of these water rights were acquired through the County's Open Space and Trails Department with restricted funds and cannot be sold or otherwise converted without voter approval and replacement of the water rights. Other water rights were acquired through the County's Airport Enterprise Fund, which is governed by the Taxpayers' Bill of Rights ("TABOR"), and cannot be sold or leased absent compliance with TABOR restrictions.

Pitkin County is dedicated to protecting the flows of the rivers and streams in Pitkin County. The County believes that the CWCB's Instream Flow Program presents a valuable opportunity to use the designated water rights towards that goal. The proposed trust agreement will include a list of Pitkin County's water rights that it proposes to dedicate to use in the CWCB's Instream Flow Program.

Trust Agreement Proposal

Pitkin County proposes a trust arrangement whereby the County will designate water rights to be used in the CWCB's Instream Flow Program and the CWCB, as Trustee, will manage those water rights for instream flow purposes. During the past year, Pitkin County has worked closely with Linda Bassi, Susan Schneider and the Colorado Water Trust to develop the proposed trust agreement to address restrictions on



Administration
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County Attorney
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the County's water rights and to benefit stream flows in Pitkin County through the CWCB's Instream Flow Program.

A trust arrangement is proposed as Pitkin County faces numerous restrictions on its ability to transfer water rights, as described above. Through the trust arrangement, Pitkin County will retain ownership and control of the water rights, as required by such restrictions, yet the CWCB may use the water rights for instream flow purposes. Pitkin County also requires the ability to withdraw water rights from the trust, with adequate notice to the CWCB, for future needs that cannot be foreseen at this time. Furthermore, the trust arrangement will allow the County to add water rights to the trust as the County's portfolio expands. In sum, the trust arrangement provides the flexibility necessary to address the restrictions the County faces and to allow the CWCB to use those water rights in the Instream Flow Program.

The proposed trust agreement will designate Pitkin County as the only beneficiary of the trust, even though the water rights may be used to benefit the CWCB's Instream Flow Program. This has been done in order to properly establish a trust under Colorado law. A trust is valid only if it has an ascertainable class of beneficiaries; in other words, the beneficiaries cannot be an indefinite group of individuals. *Clayton v. Hallett*, 70 P. 429, 434 (Colo. 1902); *Frazier v. Frazier*, 263 P. 413, 415 (Colo. 1928). Designation of the Instream Flow Program or the people of Colorado as a beneficiary raises a question as to whether the specific individuals with interests in the trust could be identified, which is a practical as well as a legal problem. For example, the trustee is required to keep all beneficiaries of the trust reasonably informed of the trust and its administration. C.R.S. § 15-16-303(1). With a large and indefinite class of beneficiaries, such as the people of Colorado, the notice requirement would be excessively burdensome for the trustee. In light of these considerations, Pitkin County was selected as the only trust beneficiary in order to ensure that the beneficiary is sufficiently definite and the trust is valid.

Pitkin County asks that the CWCB consider this proposal at its January 27, 2009 meeting. Representatives of the County plan to attend the January 27 meeting to answer questions that the Board may have. Pitkin County looks forward to working with the CWCB on this proposal.

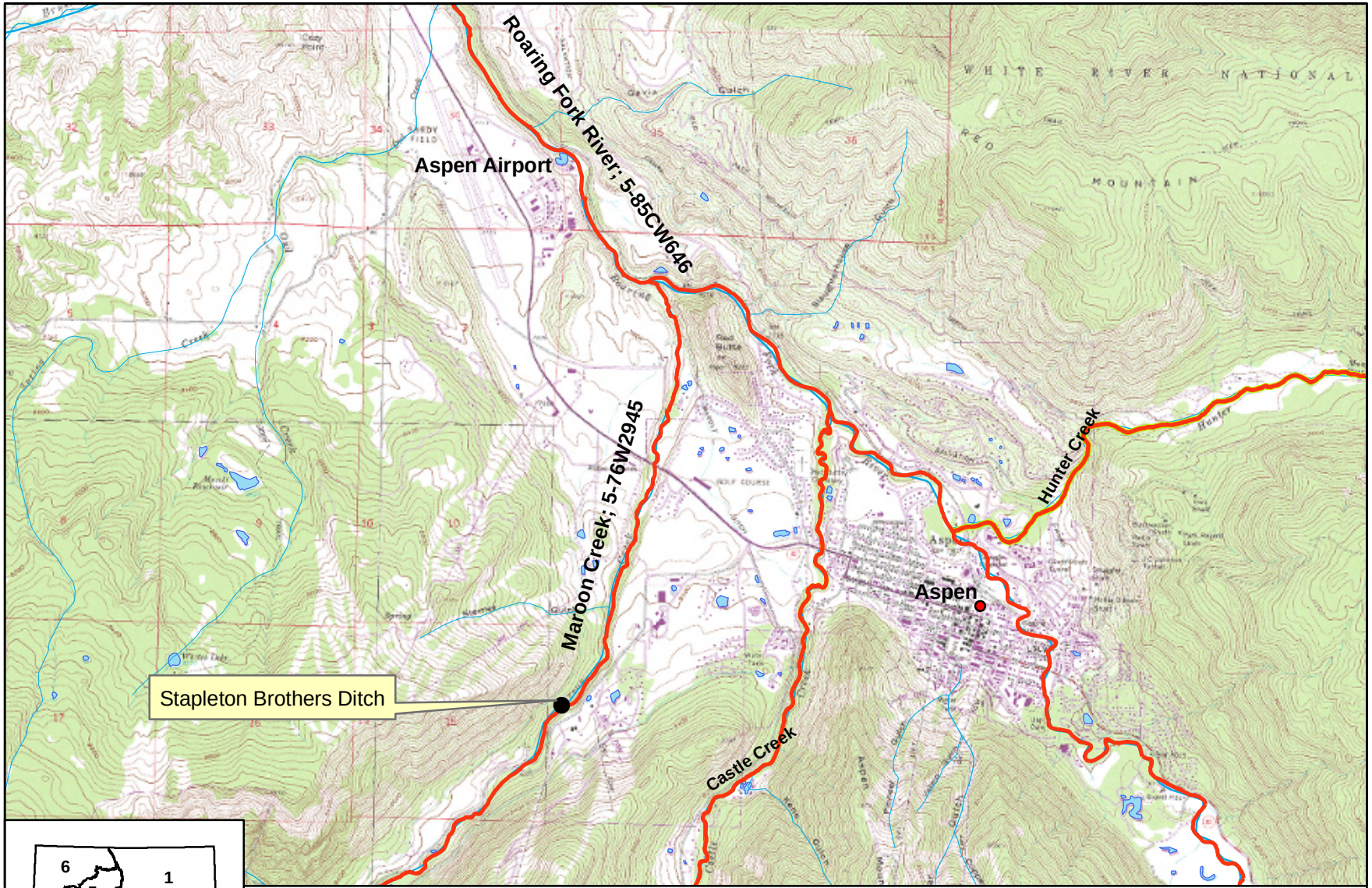
PITKIN COUNTY BOARD OF COUNTY COMMISSIONERS

Sincerely,

Jack Hatfield
Chairman

Enclosures
cc: Timothy J. Beaton, Esq.
Amy Beatie, Esq.

Tab 12
Appendix C



January 27-28, 2009 Board Meeting
Agenda Item 15
Roaring Fork River Basin Proposed Water Acquisition

0 0.25 0.5 1 Miles

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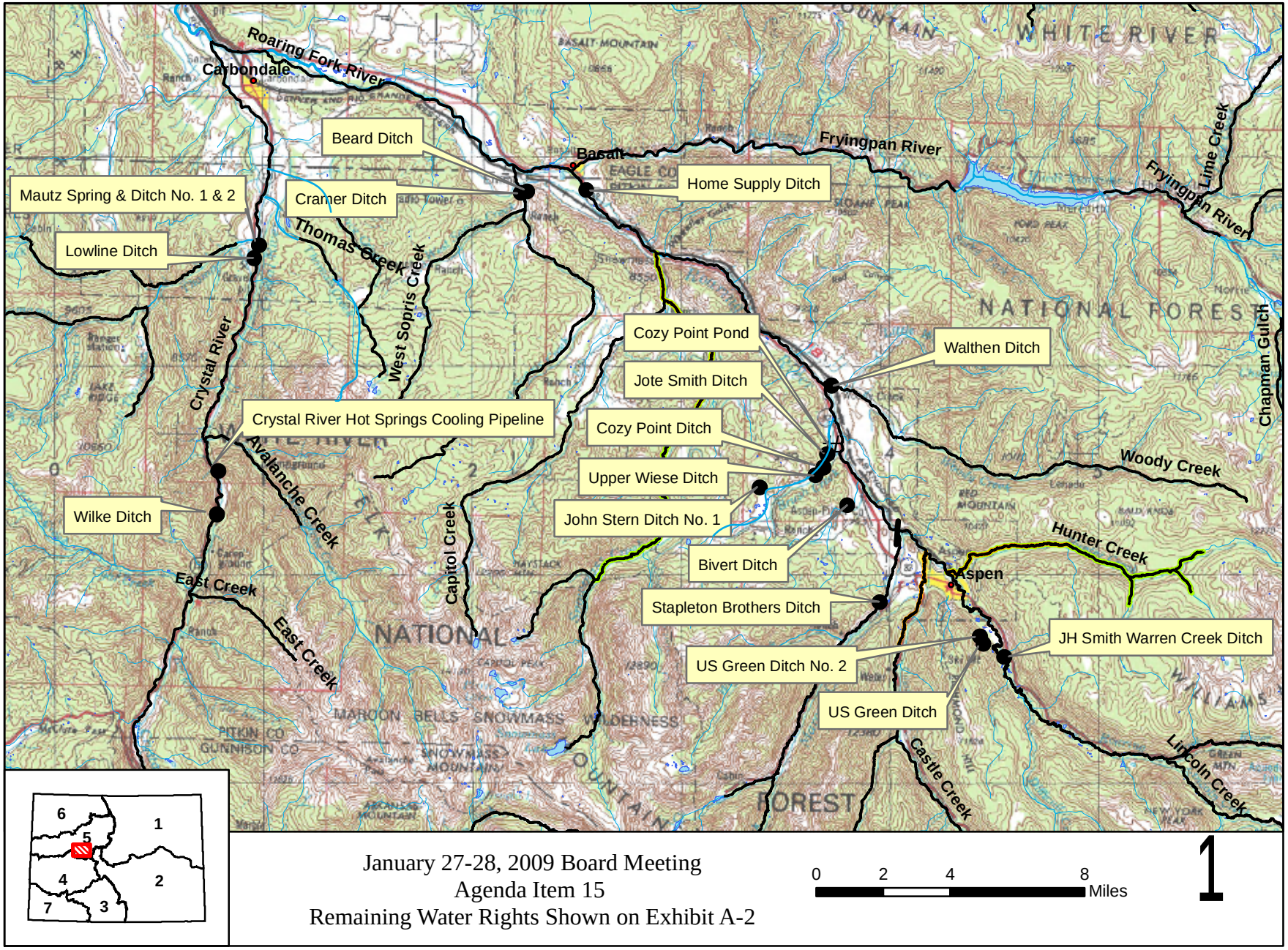
Roaring Fork River
Carbondale
Beard Ditch
Mautz Spring & Ditch No. 1 & 2
Cramer Ditch
Lowline Ditch
Thomas Creek
West Sopris Creek
Crystal River
Crystal River Hot Springs Cooling Pipeline
Avalanche Creek
Wilke Ditch
East Creek
East Creek
Capitol Creek
Basalt
Fryingpan River
Home Supply Ditch
Cozy Point Pond
Jote Smith Ditch
Cozy Point Ditch
Upper Wiese Ditch
John Stern Ditch No. 1
Bivert Ditch
Stapleton Brothers Ditch
US Green Ditch No. 2
US Green Ditch
Walthen Ditch
Fryingpan River
Lime Creek
Chapman Gulch
Woody Creek
Hunter Creek
Aspen
JH Smith Warren Creek Ditch
Castle Creek
Lincoln Creek
WHITE RIVER
NATIONAL FOREST
NATIONAL
FOREST
MAROON BELLS SNOWMASS WILDERNESS
PITKIN CO
GUNNISON CO
6
1
5
4
2
7
3
January 27-28, 2009 Board Meeting
Agenda Item 15
Remaining Water Rights Shown on Exhibit A-2
0
2
4
8
Miles
1

Tab 12
Appendix D

See
Tab 12: Exhibit 4

Tab 12
Appendix E

See
Tab 12: Exhibit 5

Tab 12
Appendix F

See
Tab 12: Exhibit 6

Tab 12
Appendix G

STATE OF COLORADO

Bill Ritter, Jr., Governor
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE
AN EQUAL OPPORTUNITY EMPLOYER

Thomas E. Remington, Director
6060 Broadway
Denver, Colorado 80216
Telephone: (303) 297-1192
wildlife.state.co.us

For Wildlife-
For People

January 15, 2009

Ms. Linda Bassi
Colorado Water Conservation Board
1313 Sherman Street, Room 723
Denver, CO 80203

Dear Linda,

The following is the Colorado Division of Wildlife's (DOW) analysis and recommendation regarding the possible donation of the Stapleton Brothers' Ditch Water Right for instream flow purposes on Maroon Creek, a tributary of the Roaring Fork River near Aspen.

General Information

The Colorado Water Conservation Board (CWCB) requested the DOW to evaluate the benefits and possible impacts associated with accepting the proposed donation of the Stapleton Brothers' Ditch Water Right to the fisheries in Maroon Creek and the Roaring Fork River. The CWCB currently holds the following instream flow water rights to preserve the natural environment to a reasonable degree that might benefit from this acquisition:

Case No.	Stream	Reach	Amount (cfs)	Approp. Date
5-76W2945	Maroon Creek (CDOW # 21078)	East & West Maroon Creek to Roaring Fork River	14 (Jan1 – Dec 31)	1-14-1976
5-85CW646	Roaring Fork River (CDOW #21713)	Maroon Creek to Frying Pan River	55(Apr 1 – Sept 30) 30 (Oct 1 – Mar 31)	11-8-1985
5-85CW639	Roaring Fork River	Frying Pan River to Crystal River	145(Apr 1 – Sept 30) 75 (Oct 1 – Mar 31)	11-8-1985

Maroon Creek is a tributary of the Roaring Fork River and both are located in Pitkin County approximately 1.5 miles west of the Town of Aspen (see Figure 1).

Existing Field and Biological Survey Data

The CDOW has conducted field surveys of the fishery resources on these streams and have found natural environments that can be preserved. Maroon Creek is classified as a medium stream (between 20 to 35 feet wide) and fishery surveys indicate the stream environment of Maroon Creek supports self-sustaining populations of brook trout, speckled dace and mottled sculpin. The Roaring Fork River is classified as a river (between 60 to 99 feet wide) and fishery surveys indicate the river environment of the Roaring Fork supports self-sustaining populations of brown trout, mountain whitefish, mottled sculpin and white sucker. In addition to the self-sustaining populations mentioned above, the DOW stocks rainbow and cutthroat trout in the Roaring Fork River and Maroon Creek, respectively. Also flannelmouth and bluehead sucker have historically used these reaches for seasonal refuge habitat.

DEPARTMENT OF NATURAL RESOURCES, Harris D. Sherman, Executive Director
WILDLIFE COMMISSION, Tom Burke, Chair • Claire O'Neal, Vice Chair • Robert Bray, Secretary
Members, Dennis Buechler • Brad Coors • Jeffrey Crawford • Tim Glenn • Roy McAnally • Richard Ray
Ex Officio Members, Harris Sherman and John Stulp

Water Right Donation Analysis

The Stapleton Brothers Ditch headgate is located approximately two miles upstream of the confluence of Maroon Creek and the Roaring Fork River. The Stapleton Brothers Ditch historically diverted up to 4.3 cfs from Maroon Creek, during the irrigation season (May – October). Maroon Creek, downstream of the Stapleton Brothers Ditch, and the Roaring Fork River, from the confluence of Maroon Creek downstream to the point of return flow near the Aspen Airport (approximately at or above Galvin Gulch) were depleted by the total diversion amount of the Stapleton Brothers Ditch.

Based on the above information, not diverting Maroon Creek at the Stapleton Brothers Ditch headgate during the summer irrigation season (May through October) would provide additional flow to both Maroon Creek and the Roaring Fork River in the above mentioned reaches.

CDOW Recommendation

The DOW recommends the CWCB accept the donation of the water rights associated with the Stapleton Brothers Ditch. Accepting this senior water right will preserve the natural environment by increasing the amount of time the existing instream flow water rights on Maroon Creek and the Roaring Fork River will be fully satisfied. The ability to use this water to enhance the environment on both Maroon Creek (14 cfs + 4.3 cfs), downstream of the Stapleton Brothers Ditch, and the Roaring Fork River (55 cfs + 4.3 cfs), from the confluence of Maroon Creek downstream to the point of return flow near the Aspen Airport (approximately at or above Galvin Gulch), will provide additional fish habitat during the warmer irrigation season (deeper runs and pools), additional protection from harmful water quality parameters (high temperatures and low oxygen levels) and better connectivity for fish passage to different habitats (deeper riffles).

If you have any questions regarding the above recommendation, please contact me at (303)-291-7267.

Sincerely,

Mark Uppendahl

Mark Uppendahl
Colorado Division of Wildlife
Instream Flow Program Coordinator

Cc: Jay Skinner, CDOW Water Unit Program Manager
Sherman Hebein, CDOW Senior Fish Biologist – Northwest Region
Kendall Ross, CDOW Aquatic Biologist

Tab 12

EXHIBIT 8

STATE OF COLORADO

Bill Ritter, Jr., Governor
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE
AN EQUAL OPPORTUNITY EMPLOYER

Thomas E. Remington, Director
6060 Broadway
Denver, Colorado 80216
Telephone: (303) 297-1192
wildlife.state.co.us

For Wildlife-
For People

August 26, 2009

Ms. Linda Bassi
Colorado Water Conservation Board
1313 Sherman Street, Room 723
Denver, CO 80203

Dear Linda,

The following is the Colorado Division of Wildlife's (CDOW) analysis and recommendation regarding the possible donation of the Stapleton Brothers' Ditch Water Right for instream flow purposes on Maroon Creek, a tributary of the Roaring Fork River near Aspen, and on the Roaring Fork River from its confluence with Maroon Creek to the confluence with the Crystal River.

General Information

The Colorado Water Conservation Board (CWCB) requested the CDOW to evaluate the benefits and possible impacts associated with accepting the proposed donation of a portion of the Stapleton Brothers' Ditch Water Right to the fisheries in Maroon Creek and the Roaring Fork River. The CWCB currently holds the following instream flow water rights to preserve the natural environment to a reasonable degree that might benefit from this acquisition:

Case No.	Stream	Reach	Amount (cfs)	Approp. Date
5-76W2945	Maroon Creek (CDOW # 21078)	East & West Maroon Creek to Roaring Fork River	14 (Jan1 – Dec 31)	1-14-1976
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5-85CW639	Roaring Fork River	Frying Pan River to Crystal River	145(Apr 1 – Sept 30) 75 (Oct 1 – Mar 31)	11-8-1985

Maroon Creek is a tributary of the Roaring Fork River, and both are located in Pitkin County approximately 1.5 miles west of the Town of Aspen (see Figure 1).

Existing Field and Biological Survey Data

The CDOW has conducted field surveys of the fishery resources on these streams and has found natural environments that can be preserved. Maroon Creek is classified as a large stream (average width between 36 to 59 feet wide) and fishery surveys indicate the stream environment of Maroon Creek supports self-sustaining populations of brook trout, speckled dace and mottled sculpin. The Roaring Fork River is classified as a river (average width between 60 to 99 feet wide) and fishery surveys indicate the river environment of the Roaring Fork supports self-sustaining populations of brown trout, mountain whitefish, mottled sculpin and white sucker. In addition to the self-sustaining populations mentioned above, the CDOW stocks rainbow and cutthroat trout in the Roaring Fork

DEPARTMENT OF NATURAL RESOURCES, Harris D. Sherman, Executive Director
WILDLIFE COMMISSION, Brad Coors, Chair • Tim Glenn, Vice Chair • Dennis Buechler, Secretary
Members,Jeffrey Crawford • Dorothea Farris • Roy McAnally • John Singletary • Mark Smith • Robert Stre
Ex Officio Members, Harris Sherman and John Stulp

EXHIBIT 8

River and Maroon Creek, respectively. Also, flannelmouth and bluehead sucker have historically used these reaches for seasonal refuge habitat.

Water Right Donation Analysis

The Stapleton Brothers Ditch headgate is located approximately two miles upstream of the confluence of Maroon Creek and the Roaring Fork River. The portion of the Stapleton Brothers Ditch water right offered for acquisition historically diverted up to 4.3 cfs from Maroon Creek, during the irrigation season (May – October). Maroon Creek, downstream of the Stapleton Brothers Ditch, and the Roaring Fork River, from the confluence of Maroon Creek downstream to the point of return flow near the Aspen Airport (approximately at or above Galvin Gulch) were depleted by the total diversion amount of the Stapleton Brothers Ditch. Based on the above information, not diverting Maroon Creek at the Stapleton Brothers Ditch headgate during the summer irrigation season (May through October) would provide additional flow to both Maroon Creek and the Roaring Fork River in the above mentioned reaches.

Hydraulic Habitat

Providing suitable hydraulic habitat, adequate velocity, depth and percentage of total wetted perimeter, is the basis for the state's instream flow recommendations. These determinations are made based on data collected in a riffle section of a reach of river. A riffle is a stream segment that is controlled by channel geometry rather than a downstream hydraulic flow control and is the stream habitat type most sensitive to changes in discharge. The hydraulic parameters measured with the R2CROSS model in a representative riffle include average velocity, average depth and wetted perimeter. Riffles are most easily visualized as the stream reaches which would dry up most quickly should streamflow cease. Riffles are critical to a healthy aquatic environment because small reductions in streamflow may result in large reductions in water depth and the amount of wetted perimeter available for aquatic habitat (Nehring 1979). CDOW determines which riffle section to use for data collection after reviewing the general geomorphic characteristics of the proposed segment. In general, the riffle selected for instream flow data collection is representative of the entire reach of the proposed segment. Stated another way, the representative riffle is closer to the average width of all riffles within a segment under consideration. Overly wide or narrow width riffles tend to skew an instream flow appropriation towards a flow higher or lower than the flow necessary to preserve the natural environment to a reasonable degree. Thus, the standard hydraulic parameters used to justify the instream flow recommendations may not have been met in wider riffles and exceeded in narrower riffles.

The width of the Maroon Creek stream channel varies considerably from less than 35 feet located within the confined Maroon Creek Canyon (3 miles upstream of the confluence with the Roaring Fork River) to greater than 75 feet where the canyon opens up near where Highway 82 crosses the creek (1 mile upstream). The original Maroon Creek R2CROSS data was collected approximately 3 miles upstream of the confluence with the Roaring Fork River within Maroon Creek Canyon. The entire reach of the Maroon Creek segment is approximately 8 miles long with 7 miles of stream channel being located within the confines of the Maroon Creek Canyon. The last mile of Maroon Creek stream channel is located on the alluvial fan near the confluence with the Roaring Fork River. This lower section of Maroon Creek is generally much wider and has a lower gradient than the reach within the canyon (see data below). Based on this information, the amount of water or discharge needed to satisfy the standard hydraulic parameters used in the R2CROSS Model (average depth, average velocity and wetted perimeter) will be greater than was required to meet those same criteria in the upper 7 mile reach located in the confined canyon.

In August 2009, CDOW collected additional stream cross-section data on Maroon Creek and the Roaring Fork River. These cross-sections were located on Maroon Creek where the Highway 82 Bridge crosses Maroon Creek and approximately 500 feet downstream of the Stapleton Brothers Diversion structure and on the Roaring Fork River approximately 0.2 miles downstream of the confluence with Maroon Creek and the Roaring Fork River. In addition to this data, the CDOW had previously collected data on Maroon Creek at three additional sites including: 300 feet upstream of where Highway 82 crosses Maroon Creek, near the T Lazy 7 Ranch and 1000 feet upstream of Willow Creek. The CDOW also collected data previously on the Roaring Fork River at two other sites including: above Basalt and above the confluence with Woody Creek. The data regarding these cross-sections is discussed below:

Date	Location	Top Width	Summer Flow*	Winter Flow*	Measured Q
	Roaring Fork River				
4/14/77	1/3 mile u/s of Basalt	62 feet	50	28	129
4/14/77	¼ mile u/s of Woody Creek	71 feet	76	70	88
8/13/09	Below conf. w/ Maroon Ck	106 feet	140	80	241
	Maroon Creek				
8/12/09	At Highway 82 Bridge	77 feet	47	21	105
8/5/85	300' u/s of Highway 82	55 feet	38	34	175
8/12/09	Below Stapleton Bros D	42 feet	28	15	104
9/17/75	T Lazy 7 Ranch	34 feet	9.3	7.8	53
10/3/86	1000' u/s of Willow Ck	31 feet	8.5	5	81

(*) = Recommended summer and winter flows based on R2CROSS runs using current standards.

Based on the above data, the width of the Roaring Fork River ranged from 106 feet to 62 feet, the summer flow recommendations ranged from 140 cfs to 50 cfs and the winter flow recommendations ranged from 80 cfs to 28 cfs. Averaging the above data, for the Roaring Fork River, results in an average width of 80 feet, a summer flow recommendation of 89 cfs and a winter flow recommendation of 59 cfs. The width of Maroon Creek ranged from 77 feet to 31 feet, the summer flow recommendations ranged from 47 cfs to 8.5 cfs and the winter flow recommendations ranged from 34 cfs to 5 cfs. Averaging the above data, for Maroon Creek, results in an average width of 48 feet, a summer flow recommendation of 26 cfs and a winter flow recommendation of 17 cfs. It should be noted that some of the estimated summer and winter instream flow recommendations fall outside the accuracy range of the R2CROSS model (It is assumed that the R2CROSS Model accurately predicts hydraulic criteria within a range of 250% - 40% of the measured stream discharge). Based on the above data, measured Roaring Fork River and Maroon Creek channel widths are greater below the Stapleton Brothers Ditch than above. Protecting or adding additional water, above the current decreed instream flow values, would improve the natural environment within these reaches by adding depth, velocity and wetted area to these reaches.

Historic streamflow data (see attached) for the Roaring Fork River below Aspen (ID# 09075500, Period of Record 1913 – 1918) and Maroon Creek (ID# 09076000, Period of Record 1911 – 1917) indicates that average daily streamflows range from a high of 5000 cfs to a low of 76 cfs for the Roaring Fork and a high of 420 cfs to a low of 14 cfs for Maroon Creek. This information is important because these widely ranging flows have produced the natural environment which the CWCB's instream flow water rights are trying to preserve to a reasonable degree. It is important to recognize that the physical habitat essential to maintaining the aquatic community is formed by periodic disturbance of the stream channel by high spring flows. High spring flows are needed to create new channels, scour vegetation and move sediment and adequate base flows are needed to provide habitat for aquatic species.

In general, maintaining elements of the natural flow regime of a river is really the best way to protect and maintain the diversity of riverine values. Optimal instream flow recommendations would include varied elements and levels of flow including recommendations that would protect the full range of natural flow variability, magnitude, duration and frequency of a stream's natural hydrograph. As Poff et al. (1997) pointed out, "the natural flow regime of virtually all rivers is inherently variable and that this variability is critical to ecosystem function and native biodiversity." This variable flow regime allows for increased biodiversity because some species do well in wet years and other species do well in dry years. However, because the state's instream flow program must balance the needs of mankind with *reasonable* instream flow protection, in most cases, protecting the full range and magnitude of natural flows is not possible without acquiring additional water from other water right holders. Acquiring the rights decreed to the Stapleton Brothers Ditch would provide protection to an additional 4.3 cfs of the natural Maroon Creek and Roaring Fork River hydrographs. The CDOW supports acquiring additional water rights to preserve and maintain the natural flow regimes of the state's rivers.

Acquiring additional water rights to increase base flows or provide protection to existing flows would ensure the state is preserving the natural environment to a reasonable degree. Additional water in the

stream channel, above the existing decreed instream flow amounts, will improve hydraulic habitat in all stream habitat types (riffles, pools and runs) within the proposed segments. Increasing the depth and width of riffles will improve the ability of fish species to migrate up and down stream and could provide more suitable spawning habitat and increase the biological productivity of the segment. Increasing the depths of pools and runs will increase the total amount (area) of suitable habitat for feeding and resting. More water relates to more suitable space for fish and macroinvertebrates and reduces competition and stress.

Water Quality

The amount of flow is one of the several factors that affect water quality, including the physical, chemical and biological attributes of water. These factors determine the biological productivity of a specific stream segment. Water temperature and excess sedimentation are two of the most important factors in flowing water regarding stream productivity. Temperature influences all forms of aquatic life, including fish migration and spawning. Additional flows acquired to improve the natural environment would provide an additional level of safety insurance against lethal temperatures or water quality contaminants. Additional flows above the minimum decreed instream flow amounts could reduce stress on all aquatic species, provided the flows acquired do not exceed naturally occurring flows. The wider the riffle is, the higher the ratio of water exposed to ground and air temperatures, adding additional water to the stream channel would provide more protection from lethal temperatures. Erosion is a natural watershed and stream channel process and studies have indicated that excessive siltation is the greatest threat to stream habitat and biological health. Protecting higher stream flows will help to move fine sediments from potential spawning areas and improve microhabitat for greater macroinvertebrate production.

CDOW Recommendation

The DOW recommends the CWCB accept the donation of the water rights associated with the Stapleton Brothers Ditch. Accepting this senior water right will preserve the natural environment by increasing the amount of time the existing instream flow water rights on Maroon Creek and the Roaring Fork River will be fully satisfied and would provide protection to an additional 4.3 cfs of the natural Maroon Creek and Roaring Fork River hydrographs. The ability to use this water to improve the environment on both Maroon Creek (14 cfs + 4.3 cfs), downstream of the Stapleton Brothers Ditch, and the Roaring Fork River (55 cfs + 4.3 cfs), from the confluence of Maroon Creek downstream to the point of return flow near the Aspen Airport (approximately at or above Galvin Gulch), will provide instream flow protection for additional fish habitat during the warmer irrigation season (deeper runs and pools), additional protection from harmful water quality parameters (high temperatures and low oxygen levels) and better connectivity for fish passage to different habitats (deeper riffles).

If you have any questions regarding the above recommendation, please contact me at (303)-291-7267.

Sincerely,

Mark Uppendahl
Colorado Division of Wildlife
Instream Flow Program Coordinator

Cc: Jay Skinner, CDOW Water Unit Program Manager
Sherman Hebein, CDOW Senior Fish Biologist – Northwest Region
Kendall Ross, CDOW Aquatic Biologist

Tab 12

EXHIBIT 9

IN THE DISTRICT COURT IN AND

FOR WATER DIVISION NO. 5

STATE OF COLORADO

Application No. W-2945

FILED
IN WATER COURT
Division No. 5
MAR 21 80
STATE OF COLORADO
WATER CLERK
D Schlumpf
BY DEPUTY

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF THE COLORADO)
WATER CONSERVATION BOARD)
ON BEHALF OF THE PEOPLE OF THE)
STATE OF COLORADO) RULING OF REFEREE
IN THE ROARING FORK RIVER)
OR ITS TRIBUTARIES)
TRIBUTARY INVOLVED: MAROON CREEK)
IN PITKIN COUNTY.)

The above entitled application was filed on May 3, 1976, and was referred to the undersigned as Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on the 28th day of May, 1976, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

And the undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application are true and having become fully advised with respect to the subject matter of the application does hereby make the following determination and ruling as the Referee in this matter, to-wit:

1. The statements in the application are true.

2. The name of the stream involved is Maroon Creek.

3. The name and address of the claimant is The Colorado Water Conservation Board, 823 State Centennial Building, 1313 Sherman Street, Denver, Colorado.

4. The source of the water is Maroon Creek, tributary to the Roaring Fork River.

5. Description of beginning and end points of minimum stream flow claimed: Maroon Creek from the confluence of East and West Maroon Creeks in Section 7, T. 11 S., R. 85 W. of the 6th P.M., to its confluence with the Roaring Fork River in Section 2, T. 10 S., R. 85 W. of the 6th P.M.

6. The use of the water is to appropriate such minimum stream flows as are required to preserve the natural environment to a reasonable degree.

EXHIBIT 9

7. The date of initiation of appropriation is January 14, 1976.

8. The amount of water claimed is 14.0 cubic feet of water per second of time.

9. The water was first applied to the above beneficial use on January 14, 1976, by action of the Colorado Water Conservation Board under the provisions of C.R.S. 1973, 37-92-102(3), 37-92-103(3), (4) and (10).

10. This appropriation is made under the provisions of C.R.S. 1973, 37-92-102(3), 37-92-103(3), (4) and (10), known as Senate Bill 97, signed into law April 23, 1973.

11. On July 30, 1976, a statement of opposition was filed by The Colorado River Water Conservation District, and as a result, on August 10, 1976, the application was re-referred by the Water Referee to the Water Judge for Water Division No. 5.

12. On December 28, 1979, the statement of opposition was withdrawn, and on January 29, 1980, the application was again referred to the Water Referee by the Water Judge for Water Division No. 5.

13. An entry of appearance has been filed in this case by the City of Aspen, Colorado, on January 3, 1977.

The Referee does therefore conclude that the above entitled application should be granted and that 14.0 cubic feet of water per second of time are hereby awarded for the purpose of maintaining a minimum stream flow as required to preserve the natural environment to a reasonable degree on Maroon Creek between the beginning and end points as described in paragraph 5 above, with appropriation date of the 14th day of January, 1976, absolutely and unconditionally; subject, however, to all earlier priority rights of others and to the integration and tabulation by the Division Engineer of such priorities and changes of rights in accordance with law, and provided further that the applicant herein will construct and maintain at its expense a suitable measuring device or gauging station as approved by the State Engineer or his representative for the purpose of administering this water right in priority as required by law.

It is accordingly ORDERED that this ruling shall be

filed with the Water Clerk and shall become effective upon such filing, subject to judicial review pursuant to Section 37-92-304, C.R.S. 1973.

It is further ORDERED that a copy of this ruling shall be filed with the appropriate Division Engineer and the State Engineer.

Done at the City of Glenwood Springs, Colorado, this 21st day of MARCH, 1980.

BY THE REFEREE:

Water Referee
Water Division No. 5
State of Colorado

No protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the Judgment and Decree of this court.
Dated: June 5, 1980

WATER JUDGE

Tab 12

EXHIBIT 10

RECEIVED
AUG 30 1988
DIV. OF WATER RESOURCES
STATE ENGINEER
COLORADO

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 85CW646

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE COLORADO WATER CONSERVATION BOARD ON BEHALF OF THE PEOPLE OF THE STATE OF COLORADO

IN ROARING FORK RIVER, A NATURAL STREAM

IN THE WATERSHED OF THE ROARING FORK RIVER

IN PITKIN AND EAGLE COUNTY

THIS MATTER, having come before the Court on the application of the Colorado Water Conservation Board and the Court, being fully advised as to the matter of the application herein, hereby makes the following findings:

The application herein was filed with the water clerk, Water Division 5, on December 31, 1985. All notices required by law for the filing of this application have been fulfilled and the court has jurisdiction over the application.

All statements of opposition in the above-captioned matter have been withdrawn.

All matters contained in the application have been reviewed and testimony taken where such testimony is necessary and the court finds that the statements contained in the application are true and that the applicant is entitled to the water right requested in the application.

EXHIBIT 10

CENTRAL FILES

IT IS THEREFORE ORDERED AND DECREED:

Name and address of claimant:

The Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

WATER RIGHT

Name of natural stream: Roaring Fork River

Location: Legal description of beginning and end points of minimum stream flow claimed: The natural stream channel from the confluence with Maroon Creek at lat. 39 deg. 12'53" N, long. 106 deg. 49'57" W as the upstream terminus and extending to the confluence with Fryingpan River in the SW/4 SE/4 S7 T8S R86W 6th P.M. as the downstream terminus being a distance of approximately 16.1 miles. This segment can be located on the Aspen, Highland Peak, Woody Creek and Basalt U.S.G.S. quadrangles.

Administration: For the stream segments in an unsurveyed area, the division engineer has determined for administrative purposes that the approximate legal description of the instream flow termini as protracted from U.S.G.S. mapping is as follows: upstream terminus in the SE/4 NW/4 S2 T10S R85S 6th PM, more specifically at a point whence the NW corner of said section bears N59 OOW, a distance of 2,800 ft.

Priority date: November 8, 1985.

Amount of water: Flow in c.f.s.: Instream flow of 55.0 c.f.s. summer (April 1 through September 30); 30.0 c.f.s. winter (October 1 through March 31).

Use of water: To maintain such minimum flows as are required to preserve the natural environment to a reasonable degree pursuant to sections 37-92-102 and 103, C.R.S. (1987 Supp.).

IT IS FURTHER ORDERED that the applicant shall install and

85CW 646

maintain such water measurement devices, recording devices, content gauges and inlet and outlet measurement and recording devices, as the case may be, as are deemed essential by the Office of the State Engineer, and the same shall be installed and operated in accordance with instructions from said office.

DONE this 24th day of August 1988.

Gavin D. Litwiller

GAVIN D. LITWILLER
Water Judge
Water Division 5

Copy of the foregoing mailed to
Clerk of record—Water
Forest—Div. Engineer—and
State Engineer—Date 8/26/88

Water Div. No. 5

Karsten
Arthur Carlson

AG Alpha No. NR WC IACOV
AG File No. CNR8803599/2MM

Tab 12

EXHIBIT 11

Demonstrative, rebuttal, or other exhibits allowed by the CWCB or agreed upon by the Parties

Tab 12

EXHIBIT 12

Any exhibit introduced or disclosed by other parties

BEFORE THE COLORADO WATER CONSERVATION BOARD

STATE OF COLORADO

PREHEARING STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION
WATER DIVISION 5: STAPLETON BROTHERS' DITCH

Pursuant to Rule 6m(5)(e) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level, 2 CCR 408-2 ("ISF Rules"), the Board of County Commissioners of Pitkin County ("Pitkin County") hereby submits its prehearing statement in support of the proposed acquisition of the Stapleton Brothers' Ditch water right from Pitkin County for instream flow uses.

I. INTRODUCTION.

Pitkin County proposes to entrust certain water rights to the Colorado Water Conservation Board ("CWCB" or "Board") through the Pitkin County Water Rights Revocable Trust ("Trust Agreement"). Through the Trust Agreement, Pitkin County will make water rights available to the CWCB for instream flow uses over a period of years. Of the many water rights identified in the Trust Agreement, the first to be made available and subject to the CWCB's Rule 6 acquisition review is a portion of the water right decreed to the Stapleton Brothers' Ditch, which originally diverted up to 8 cfs from Maroon Creek for irrigation use ("Stapleton Brothers' Ditch"). The proposed Trust Agreement will allow the CWCB to use this water right to preserve and improve instream flows in sections of Maroon Creek and the Roaring Fork River.

Several parties have objected to use of the Stapleton Brothers' Ditch by the CWCB pursuant to the Trust Agreement. Those parties, collectively referred to as the Objectors, are: the Basalt Water Conservancy District, the Starwood Metropolitan District, the Roaring Fork Land and Cattle Company and the Willow Creek Ditch and Herrick Ditch Company.[1] In particular, the Objectors have alleged that the water right is not administrable for instream flow purposes, that such use will negatively impact other water rights, interstate compacts and Green Mountain Reservoir, and that the Trust Agreement is not an appropriate mechanism for making Pitkin County's water rights available to the CWCB.

The Board should not be swayed by the Objectors' arguments regarding acquisition of the Stapleton Brothers' Ditch. Use of the Stapleton Brothers' Ditch for instream flow purposes and the Trust Agreement itself fall squarely within the CWCB's statutory mandate

[1] The Colorado Water Trust and Trout Unlimited have also filed for party status as supporters of the Trust Agreement. Pitkin County does not believe that these parties' interests conflict with those of Pitkin County. Therefore, this Prehearing Statement is directed towards the issues raised by the Objectors.

to preserve or improve the natural environment of streams within Colorado. Furthermore, use of the Stapleton Brothers' Ditch provides the additional benefit of protecting a valuable senior water right in the Roaring Fork Basin.

In light of Pitkin County's and the CWCB's common interest in protecting the natural environment of the Roaring Fork Basin, the Trust Agreement presents an opportunity for the CWCB and Pitkin County to create a long-term relationship that utilizes both parties' resources to further that common interest. Pitkin County relies on recreation and the natural environment for its economic vitality. Accordingly, protection of stream flows is crucial to Pitkin County's continued well-being. Likewise, the CWCB is charged with appropriation and acquisition of water rights to preserve or improve the natural environment of Colorado's rivers and streams. For the reasons discussed below, use of the Stapleton Brothers' Ditch for instream flow purposes is within both parties' legal authority to further their interests in protecting the Roaring Fork Basin and is appropriate under the ISF Rules.

II. DISPUTED FACTUAL AND LEGAL ISSUES.

Pitkin County believes that the proposed acquisition of the Stapleton Brothers' Ditch is appropriate under the ISF Rules and supports the acquisition. However, the Objectors have disputed the appropriateness of the acquisition, as noted below.

A. The primary issue in dispute is whether acquisition of the Stapleton Brothers' Ditch for instream flow purposes is appropriate under the factors set forth in ISF Rules 6e and 6f. The Objectors' allegations suggest that the following factors are disputed:

1. The administrability of the Stapleton Brothers' Ditch when used for instream flow purposes;

2. Any potential material injury to existing decreed water rights;

3. The natural environment that may be preserved or improved by the Stapleton Brothers' Ditch, and the extent to which the natural environment will be preserved or improved to a reasonable degree by the Stapleton Brothers' Ditch;

4. Whether the proposed acquisition will be available for subsequent use or reuse downstream;

5. The effect of the proposed acquisition on any relevant interstate compact issue; and

6. The effect of the proposed acquisition on the maximum utilization of the waters of the State.

B. The Objectors have also alleged that use of the Stapleton Brothers' Ditch for instream flow purposes will impact operation of Green Mountain Reservoir and injure water users in western Colorado.

C. Finally, some Objectors have questioned whether the Trust Agreement is the appropriate mechanism for Pitkin County to make the Stapleton Brothers' Ditch and other water rights available to the CWCB.

III. PITKIN COUNTY'S POSITION ON DISPUTED FACTUAL AND LEGAL ISSUES.

A. Background: Stapleton Brothers' Ditch.

The Stapleton Brothers' Ditch was originally decreed in Civil Action No. 3000, Pitkin County District Court, on October 16, 1933, for diversion of 8 cfs from Maroon Creek for irrigation use under a June 30, 1904 appropriation date. The water right was historically used to irrigate property on which the Aspen-Pitkin County Airport is now located. Beginning with enlargement of the Airport in the early 1970s, use of the Stapleton Brothers' Ditch for irrigation was gradually reduced.

Pitkin County acquired the Stapleton Brothers' Ditch in 1996 from the Paepcke Estate and Spachner Estate. In 1999, Pitkin County filed an application in Water Court to change to the entire Stapleton Brothers' Ditch to add augmentation uses to the previously allowed irrigation use. As a result of the decree entered in Case No. 99CW306 ("99CW306 Decree"), the historical consumptive use of the Stapleton Brothers' Ditch was quantified. **Exhibit C**, 99CW306 Decree, ¶ 7. The Water Court found that during the historical period of 1904 to 2004, the historical consumptive use of the 8 cfs Stapleton Brothers' Ditch water right averaged 220 acre-feet per year, based on the following monthly breakdown:

Month	May	June	July	Aug.	Sept.	Oct.
Historical Consumptive Use (acre-feet)	29.0	52.0	59.0	44.0	30.0	6.0

Importantly, the historical consumptive use quantified in the 99CW306 Decree included the period of non-use after Airport enlargement began. **Exhibit B**, Pearce letter; **Exhibit C**, ¶ 7.

Subsequent to entry of the decree in Case No. 99CW306, Pitkin County sold 70.75 acre-feet of the total 220 acre-feet per year of historical consumptive use credits to other parties. A portion of the historical consumptive use credits have also been reserved by Pitkin County for its own current and future uses. Pitkin County has proposed to make the remaining portion, 119.25 acre-feet of consumptive use per year, available to the CWCB for instream flow purposes. The pro rata diversion rate associated with 119.25 acre-feet per year is 4.3 cfs, based on the full 8 cfs of the Stapleton Brothers' Ditch.

As proposed, the Stapleton Brothers' Ditch will be used for instream flow purposes from the Stapleton Brothers' Ditch headgate on Maroon Creek to the confluence of the Roaring Fork River and the Fryingpan River to benefit two stream reaches currently protected with minimum stream flows decreed to the CWCB in Case Nos. W-2945 and 85CW646. From the Stapleton Brothers' Ditch headgate to the confluence of Maroon Creek and the Roaring Fork River, the historical diversion rate will be use for instream flow purposes, and will be referred to in this Statement as "Reach 1." Similarly, the historical diversion rate will be used for instream flow purposes from the confluence of Maroon Creek and the Roaring Fork River to the point where the Stapleton Brothers' Ditch irrigation return flows historically entered the River, which is referred to as "Reach 2." From the end of Reach 2 to the confluence of the Roaring Fork River and the Fryingpan River, the historical consumptive use amount, rather than the historical diversion rate, will be used for instream flow purposes, and this reach is referred to as "Reach 3." A diagram depicting the three reaches is shown on page 4 of the attached **Exhibit B**.

B. Acquisition of the Stapleton Brothers' Ditch is Appropriate for Preservation and Improvement of Maroon Creek and the Roaring Fork River.

Under the factors set forth in Rules 6e and 6f, acquisition of the Stapleton Brothers' Ditch for instream flow purposes is appropriate and will preserve and improve the natural environment of Maroon Creek and the Roaring Fork River. Each of the factors identified in Section II.A. is addressed separately below.

1. Use of the Stapleton Brothers' Ditch to preserve and improve the natural environment in amounts greater than the minimum stream flows will be administrable by the Division Engineer.

The Division Engineer will be able to administer the Stapleton Brothers' Ditch as proposed by the CWCB. Moreover, the proposed use of the Stapleton Brothers' Ditch is within the CWCB's statutory authority. The CWCB proposes to use the Stapleton Brothers' Ditch for instream flow purposes by adding, or "stacking," the Ditch with the appropriated minimum instream flow water rights on Maroon Creek and the Roaring Fork River. **Exhibit A**, CWCB Memo. Each water right – the Stapleton Brothers' Ditch, the Maroon Creek minimum instream flow water right, and the Roaring Fork River minimum instream flow water right – would operate according to its decreed priority. This would be accomplished through a change of water right application in Water Court to add preservation and improvement of the natural environment as allowed uses for the Stapleton Brothers' Ditch. The following section describes the proposed administration of the water right, although any such administration would be ultimately determined by the Division Engineer pursuant to a Water Court decree allowing use of the Stapleton Brothers' Ditch for instream flow purposes.

The Stapleton Brothers' Ditch water right will be changed so that the historical diversion rate of 4.3 cfs may be used for preservation and improvement of the natural environment in Reaches 1 and 2 and the historical consumptive use portion of the Stapleton

Brothers' Ditch will be used for preservation and improvement of the natural environment in Reach 3. The historical consumptive use portion of the water right, which was quantified in the 99CW306 Decree, varies from month to month. The table below summarizes the flow rates expected to be changed to preservation and improvement uses in Reach 3 in the future change case. *See* **Exhibit A**.

	May	June	July	Aug.	Sept.	Oct.	Total
Volume (acre-feet)	15.7	28.2	32.0	23.9	16.3	3.3	119.25
Flow Rate (cfs)	0.25	0.47	0.52	0.39	0.27	0.05	

Whether the Stapleton Brothers' Ditch is in priority will continue to be determined based on the stream conditions at the Ditch headgate on Maroon Creek. As a result, if the Maroon Creek or Roaring Fork instream flow water rights are not satisfied and the Stapleton Brothers' Ditch is out of priority, the CWCB will not be able to place a call to use the Stapleton Brothers' Ditch to protect the instream flow reaches. When the Stapleton Brothers' Ditch is in priority, the portion of the water right to be used for preservation and improvement of the natural environment will be protected through the Maroon Creek and Roaring Fork instream flow reaches, as described in greater detail below.

The Stapleton Brothers' Ditch is senior to the CWCB's existing minimum instream flow water rights decreed in Case Nos. W-2945 and 85CW646; therefore, the Stapleton Bothers' Ditch may be used to ***preserve*** the natural environment in times when the minimum instream flow is not satisfied and stacked with the minimum instream flow to ***improve*** the natural environment when the minimum instream flow water rights are satisfied. ISF Rule 4o. Here, as the senior water right, the Stapleton Brothers' Ditch will always be satisfied under its 1904 priority before the appropriated minimum instream flow water rights. As such, the Stapleton Brothers' Ditch may be used either for preservation or improvement depending on the level of the river. During times of low flow, when insufficient water is available to satisfy the appropriated minimum instream flow water right, the Stapleton Brothers' Ditch will be used for preservation of the natural environment. In contrast, during times of higher flow, when the appropriated minimum instream flow water right is satisfied, the Stapleton Brothers' Ditch will change from use for preservation of the natural environment to use for improvement of the natural environment to provide instream flow water in addition to the minimum provided by the CWCB's existing appropriated water right.

For example, in July, when sufficient water exists in Reach 1 to satisfy both the Stapleton Brothers' Ditch and the CWCB's minimum instream flow water right, the CWCB's appropriated Maroon Creek minimum instream flow water right would contribute 14 cfs for preservation of the natural environment of Maroon Creek under its 1985 priority date and the Stapleton Brothers' Ditch would contribute 4.3 cfs for improvement of the natural environment of Maroon Creek under its 1904 priority. Thus, because the water rights are stacked, or added to each other, a maximum instream flow of 18.3 cfs is protected on Maroon Creek, exceeding the minimum instream flow of 14 cfs by nearly 31 percent.

In contrast, when the water in the stream is insufficient to satisfy the CWCB's Maroon Creek minimum instream flow water right, the Stapleton Brothers' Ditch will be used to preserve, rather than improve, the minimum instream flow. In such scenario, the CWCB minimum instream flow right will not contribute to Maroon Creek, assuming that it is out of priority. Nevertheless, the Stapleton Brothers' Ditch, because of its 1904 priority, will continue to contribute 4.3 cfs to Maroon Creek; however, the Stapleton Brothers' Ditch will be used for preservation of the minimum instream flow. Thus, in dry times, the CWCB has a more secure supply of water for preservation of Maroon Creek.

a. The CWCB has authority under the plain language of C.R.S. § 37-92-102(3) to acquire water rights from Pitkin County to provide instream flows greater than the minimum instream flows.

Pursuant to its authority under C.R.S. § 37-92-102(3) and ISF Rule 6a, the CWCB may acquire water rights in such amount as it determines is appropriate to preserve or improve the natural environment to a reasonable degree. To accomplish this, the CWCB promulgated rules permitting acquired water rights to be stacked with appropriated minimum instream flow rights. The CWCB defines stacking as "an instance in which the Board holds more than one water right for the same . . . reach of stream and exercises the rights independently according to their decrees." ISF Rule 4o. Thus, stacking allows the CWCB to maintain the independence of water rights it acquires rather than incorporating the acquired water right into the minimum instream flow water right.

Further, the ISF Rules provide that when acquiring a water right, "[t]he Board shall evaluate whether to combine or stack the acquired water right with any other ISF appropriation or acquisition, based upon the extent to which the acquired right will provide flows or lake levels to preserve or improve the natural environment to a reasonable degree." ISF Rule 6c. Consequently, the CWCB may exercise discretion in whether to acquire water rights, and in what amount, and whether to stack its acquired rights, so long as the water right either preserves or improves the natural environment.

An agency's rules are presumed to be valid; the Objectors have the burden of establishing that the CWCB's ISF Rules are invalid by demonstrating that rulemaking body acted in unconstitutional manner, exceeded its statutory authority, or otherwise acted in manner contrary to statutory requirements. *Wine & Spirits Wholesalers of Colo., Inc. v. Colo. Dept. of Revenue*, 919 P.2d 894, 896-97 (Colo.App. 1996). In addition, when subject to court review, an agency's construction of its own regulation is entitled to great weight. *Amax, Inc. v. Colo. Water Quality Control Comm'n*, 790 P.2d 879, 883 (Colo.App. 1989).

When interpreting a statute, the reviewing court gives effect to the General Assembly's intent, looking first to the plain and ordinary meaning of the language and then, if the language is ambiguous, to legislative history and the goal of the statutory scheme. *Bd. Of County Comm'rs, Costilla County v. Costilla County Conservancy Dist.*, 88 P.3d 1188, 1193

(Colo. 2004). That the CWCB may acquire water rights by contract from third parties is undisputed. The extent and nature of the language "to preserve or improve the natural environment to a reasonable degree," however, is not settled between the parties. Nevertheless, the parties' disagreement on the meaning of language does not create an ambiguity as a matter of law. *Aurora v. ACJ Partnership*, 209 P.3d 1076, 1085 (Colo. 2009).

The plain language of C.R.S. § 37-92-102(3) unambiguously expresses the General Assembly's intent to permit the CWCB to acquire water rights in any amount in order to improve the natural environment to a reasonable degree so that the stream and riparian environment would benefit from the acquired water. The statute states that the CWCB "may acquire . . . such water, water rights, or interests in water . . . in such amounts as the board determines is appropriate for stream flows . . . to preserve or improve the natural environment to a reasonable degree." C.R.S. § 37-92-102(3). This language permits the CWCB to acquire rights in the amount and manner it determines to improve the natural environment; however, such discretion is limited by the language requiring the acquisition preserve or improve the natural environment to a reasonable degree.

In adopting the ISF Rules, the CWCB has interpreted "improvement of the natural environment" using plain language and sound principles of statutory construction. In such interpretation, "improve" modifies "natural environment," as the latter immediately follows the former. Thus, the CWCB may acquire water to benefit the stream and riparian environment. In contrast, the Objectors have suggested that "improve" should refer to the security of the CWCB's existing appropriated minimum instream flow right in that the acquired water rights may be used only to "firm up" the supply of water available to the minimum instream flow water right. This argument is contrary to the rules of grammar and therefore impermissible. Despite the disagreement between the parties regarding the meaning of this language, the language is not ambiguous; the plain meaning of the statute permits acquisition of water rights to improve the natural environment through protection of additional water in the stream.

The underlying basis for stacking is the General Assembly's decision to allow the CWCB to acquire and use water rights for two distinct beneficial uses – preservation and improvement. Use of the phrase "preserve or improve" in the statute creates two different standards. When interpreting a statute, every word of that statute is to be given effect if possible and one must presume that the General Assembly did not intend to use language idly. *State Dept. of Revenue, Motor Vehicle Div. v. Borquez*, 751 P.2d 639, 643 (Colo. 1988). Improve means "[t]o raise to a more desirable or more excellent quality or condition; make better," or "[t]o make beneficial additions or changes." The *American Heritage College Dictionary, 679-98* (4th ed. 2007). Preserve, on the other hand, means "[t]o maintain in safety from injury, peril, or harm: protect;" and "[t]o keep or maintain intact." *Id.* at 1102. Because these two words have disparate meanings, separated by the word "or," the statute plainly delineates two distinct standards: water may be acquired to preserve the natural environment by protecting or maintaining the stream flows or, alternatively, to improve the natural environment by the addition of water to further benefit the stream. The Objectors' argument that "preserve or improve" connotes a single standard is contrary to this principle. On the other hand, the

interpretation allowing stacking gives meaning to both preserve and improve as well as the conjunction "or" between them.

Finally, the plain language of the statute permits the CWCB to acquire water rights in amounts greater than the previously appropriated minimum instream flow. When the CWCB ***appropriates*** a new instream flow water right, C.R.S. § 37-92-102(3) limits the new water right to the amount "***required for minimum stream flows*** . . . to ***preserve*** the natural environment to a reasonable degree." C.R.S. § 37-92-102(3) (emphasis added). In contrast, when ***acquiring*** an existing water right, as here, the CWCB may acquire that amount "***appropriate for stream flows*** . . . to ***preserve or improve*** the natural environment to a reasonable degree." C.R.S. § 37-92-102(3) (emphasis added). The distinct difference in the standards for appropriating and acquiring water rights suggests that the General Assembly intended for the CWCB to be able to acquire water rights in amounts it determines is appropriate for preservation or improvement of the natural environment without being limited to the minimum stream flow determined through the appropriation process.

The CWCB's ISF Rules regarding acquisition and stacking of water are valid because they fall firmly within the CWCB's statutory authority and grant the CWCB no greater rights than are granted by statute. The CWCB's rules are within its statutory authority because they echo language directly from its governing statute, which states that, "the Board may acquire . . . such water, water rights, or interests in water . . . in such amount as the Board determines is appropriate for stream flows . . . to preserve or improve the natural environment to a reasonable degree." C.R.S. § 37-92-102(3). As such, the ISF Rules, and the CWCB's discretion in exercising such rules, must be afforded great weight. *Amax, Inc.*, 790 P.2d at 883.

Here, the additional flows to be acquired by the CWCB are in amounts it has deemed necessary to preserve or improve the natural environment to a reasonable degree. The CWCB has studied Maroon Creek and the Roaring Fork River and has determined that additional flows would improve the stream and riparian environments to a reasonable degree, consistent with the CWCB's statutory mandate. This reflects the CWCB's commitment and responsibility to making informed decisions regarding the ecological, hydrologic and other benefits associated with acquisition of additional instream flows.

2. Use of the Stapleton Brothers' Ditch for instream flow uses will not cause material injury to existing decreed water rights.

Existing decreed water rights in the Roaring Fork Basin will not suffer legal injury as a result of use of the Stapleton Brothers' Ditch for instream flow purposes. As recognized above, use of the Stapleton Brothers' Ditch for instream flow purposes will require a change of water right decree from the Water Court. In reviewing any such application, the Water Court must ensure that the proposed change does not result in injury to other water rights. C.R.S. § 37-92-305(3). This rule is based on the principle that "holders of vested water rights are entitled to the continuation of stream conditions as they existed at the time they first made their appropriation." *Farmers Reservoir & Irrigation Co. v. City of Golden*, 44. P.3d 241, 245

(Colo. 2002); *see also Orr v. Arapahoe Water & Sanitation District*, 753 P.2d 1217, 1223 (Colo. 1988). For example, a change of water right must not result in "diminution of the available water supply that a water rights holder would otherwise enjoy at the time and place and in the amount of demand for beneficial use under the holder's decreed water right operating in priority." *Farmers Reservoir & Irrigation Co.*, 44 P.3d at 246 (citing *Farmers Reservoir & Irrigation Co. v. Consol. Mut. Water Co.*, 33 P.3d 799, 807 (Colo. 2001)). In other words, a change of water right must not result in an enlargement of the water right. *Id.* Key to protecting junior appropriators' water rights is parity in the consumptive use of the water right before and after the change. *Id.* A change of use to allow the Stapleton Brothers' Ditch to be used for instream flow purposes is subject to the same standards.

Use of the Stapleton Brothers' Ditch water right for instream flow purposes as proposed will not cause injury to existing decreed water rights and will not result in an expansion of the historical use of the water right. The change of water right application to be filed with the Water Court will include terms and conditions to limit use of the Stapleton Brothers' Ditch to its historical use as determined in Case No. 99CW306 to avoid an expansion of the water right. "Where historic [sic] consumptive use has been determined in a previous proceeding relitigation of that element will not be permitted" in a future change application. *Farmers Reservoir & Irrigation Co.*, 44 P.3d at 247. The water budgets included in **Exhibit B** depict how the proposed use of the Stapleton Brothers' Ditch for instream flow purposes will result in the same amount of beneficial use as was experienced when the Stapleton Brothers' Ditch was historically used for irrigation.

The question of injury to other water rights is determined based on the stream conditions at the time of a water right's appropriation. For those water rights that are junior to the Stapleton Brothers' Ditch, the stream conditions that existed at the time of their appropriation included the existence of the decreed senior Stapleton Brothers' Ditch water right. The 99CW306 Decree determined those historical conditions from 1904 through 2004, including periods of non-use, by quantifying the historical consumptive use of the 8 cfs of water historically diverted by the Stapleton Brothers' Ditch. **Exhibit C**, ¶ 7; *see also* **Exhibit B**. As further detailed in the analysis completed by Jim Pearce, attached as **Exhibit B**, the proposed use of the Stapleton Brothers' Ditch for instream flow uses is within the historical use as determined by the 99CW306 Decree. The Stapleton Brothers' Ditch historically diverted 8 cfs at the headgate, meaning that the 4.3 cfs to be protected for instream flow purposes in Reaches 1 and 2 was not historically in the stream. The 99CW306 Decree also determined that 220 acre-feet per year was historically consumed by irrigation, meaning that the 119.25 acre-feet of water to be protected for instream flow purposes in Reach 3 also was not historically in the stream. As the Water Court has already determined that this amount of water was not in the stream from 1904 through 2004, water rights appropriated during that time were based on stream conditions under which the portion of the Stapleton Brothers' Ditch to be protected for instream flow uses was not legally available for diversion and use. To allow junior water rights to divert the water quantified in the 99CW306 Decree to the prejudice of Pitkin County's proposed use would result in an impermissible windfall to those junior water rights. The change of the Stapleton Brothers' Ditch to instream flow uses, which will limit such use to the historical use of the water right as

determined in the 99CW306 Decree, will not result in a change in the historical stream conditions or in the amount of water legally available to other water users and will not result in injury to those water users.

3. Use of the Stapleton Brothers' Ditch for instream flow purposes will preserve and improve the natural environment.

Pitkin County supports and adopts the determinations of the CWCB staff in finding that protection of additional water through the use of the Stapleton Brothers' Ditch for instream flow purposes in the manner described above will benefit the natural environment of Maroon Creek and Roaring Fork River. *See* **Exhibit A**. As described above, the Stapleton Brothers' Ditch may be used by the CWCB either to preserve the natural environment when the existing instream flow water rights cannot be satisfied or, during those times when sufficient water is available for the existing instream flow water rights, to add to the existing instream flow water rights in order to protect a greater amount of water for improvement of the natural environment. The CWCB has exclusive responsibility for determining whether preservation and improvement will result from use of the Stapleton Brothers' Ditch for instream flow purposes. Pitkin County has not conducted independent research on this issue, as the CWCB bears sole responsibility for making such a determination.

4. The Stapleton Brothers' Ditch will be available for subsequent use or reuse downstream of the Roaring Fork ISF reach.

House Bill 08-1280 ("H.B. 08-1280"), passed in 2008, establishes additional criteria for the CWCB's acquisition of water rights through contractual arrangements. Pursuant to the amendments adopted by H.B. 08-1280, C.R.S. § 37-92-102(3) now specifically provides that "all contracts or agreements for water, water rights, or interests in water under this subsection (3) shall provide that, pursuant to the water court decree implementing the contract or agreement, the board or the lessor, lender, or donor of the water may bring about beneficial use of the historical consumptive use of the leased, loaned, or donated water right downstream of the instream flow reach as fully consumable reusable water." The adoption of this language creates an exception to the traditional one-use rule in water rights administration. *See Public Service Co. of Colo. v. Willows Water Dist.*, 856 P.2d 829, 833 n.8 (Colo. 1993).

Pitkin County anticipates leasing the historical consumptive use of the Stapleton Brothers' Ditch downstream of the terminus of the Roaring Fork instream flow reach at the confluence of the Roaring Fork and Fryingpan Rivers as allowed by C.R.S. § 37-92-102(3). To that end, the County has been actively negotiating with downstream water users regarding a potential lease. To the extent that Pitkin County is unable to fully lease the historical consumptive use to a downstream user, the unleased water will be available for appropriation and use downstream of the instream flow reach pursuant to other water rights.

5. Use of the Stapleton Brothers' Ditch for instream flow purposes will protect a valuable water right in the context of interstate compacts.

Through the Trust Agreement, the Stapleton Brothers' Ditch, a pre-1922 water right, will continue to be protected from curtailment under interstate compacts. The Board must consider the effect a water rights acquisition will have on relevant interstate compacts. ISF Rule 6e(7). The interstate compacts potentially relevant to the acquisition of the Stapleton Brothers' Ditch are the Colorado River Compact of 1922, codified at C.R.S. § 37-61-101, and the Upper Colorado River Basin Compact of 1948, codified at C.R.S. § 37-62-101. Through these two Compacts, water in the Upper Colorado Basin was allocated to the various states that benefit from the Basin's natural drainage. In the event that other states do not receive sufficient water under the Compacts' allocation, Colorado water rights would be curtailed. Article VIII of the Colorado River Compact provided that "present perfected rights to the beneficial use of waters of the Colorado River System are unimpaired by this compact," meaning that such water rights are not subject to curtailment. Article IV(c) of the Upper Colorado River Compact similarly excluded water rights perfected prior to November 24, 1922 from curtailment.

The Stapleton Brothers' Ditch was perfected prior to November 24, 1922 and is therefore protected from curtailment under the 1922 and 1948 Compacts. As such, the Stapleton Brothers' Ditch is a valuable water right and will only become more valuable as the likelihood of compact curtailment increases in the future. In light of its status, preservation of the Stapleton Brothers' Ditch will serve to protect the State's pre-1922 water supply in the Colorado River Basin. The CWCB's use of the Stapleton Brothers' Ditch for instream flow purposes will preserve the historical consumptive use of the water right and protect it from claims of abandonment under C.R.S. § 37-92-103(2)(b)(VI), which furthers the goal of preserving the State's pre-1922 water supply. Consequently, use of the Stapleton Brothers' Ditch for instream flow purposes will benefit the State's standing in the context of the Compacts.

6. Use of the Stapleton Brothers' Ditch for instream flow purposes will support the maximum utilization of the waters of Colorado.

Use of the Stapleton Brothers' Ditch for instream flow purposes will continue to support the maximum utilization of the waters of the State of Colorado as had the historic operation of the Stapleton Brothers' Ditch. As noted above, H.B. 08-1280 created an exception to the traditional one-use rule by allowing a water right dedicated to the CWCB under a loan or lease arrangement to be used for a consumptive beneficial use downstream of the instream flow reach. Accordingly, the Stapleton Brothers' Ditch can be used by a downstream water user after the water is no longer protected for preservation and improvement of the natural environment of Maroon Creek and the Roaring Fork River. Such a use will support the maximum utilization of the waters of the state in the same manner as did the original use of the Stapleton Brothers' Ditch, only at a different location. In the event that the Stapleton Brothers' Ditch is not diverted for a downstream consumptive use as allowed by H.B. 08-1280, the water will nonetheless be available for diversion by other water rights downstream of the instream flow reaches, which

consequently maintains maximum utilization of the waters of the State. Finally, preservation and improvement of the natural environment are beneficial uses of water under Colorado law and, as such, use of the Stapleton Brothers' Ditch for instream flow purposes prevents potential abandonment of the water right. C.R.S. § 37-92-103(2)(b)(IV).

C. Green Mountain Reservoir Operation Will Not be Affected by the Proposed Use of the Stapleton Brothers' Ditch.

The Objectors have raised questions regarding the impact on operation of Green Mountain Reservoir from the use of the Stapleton Brothers' Ditch for instream use. The Stapleton Brothers' Ditch, as a 1904 irrigation water right, has historically been protected from downstream senior calls through releases from the Green Mountain Reservoir Historic Users' Pool ("HUP"). *See* Senate Document 80. The Objectors have raised the issue of whether such HUP protection extends to instream flow uses, and alleged that change of the Stapleton Brothers' Ditch to instream flow uses risks that the water right will be called out by the downstream senior water rights. Pitkin County believes that the proposed change of the Stapleton Brothers' Ditch will not affect other beneficiaries of the HUP or other water rights in western Colorado, and, at this time, the Objectors have not provided information to the contrary.

Assuming, *arguendo*, that loss of the Stapleton Brothers' Ditch's HUP-beneficiary status would impact other water rights, use of the water right at a point downstream of the instream flow reach may preserve its HUP status. As discussed above, the recent legislation changes in H.B. 08-1280 allow for subsequent downstream consumptive use of a water right acquired by the CWCB through a loan or lease. Thus, if the ultimate consumptive use of the Stapleton Brothers' Ditch below the instream flow reach is a use that would receive HUP protection (*i.e.,* municipal, domestic or irrigation uses, or augmentation of such uses), such protection will be honored regardless of the instream flow uses upstream. In other words, the change of the Stapleton Brothers' Ditch to instream flow uses will not have a net change to the HUP status of the water right, provided that the water right is ultimately diverted for a consumptive use subject to HUP protection downstream of the instream flow right.

D. The Trust Agreement Proposed Between the CWCB and Pitkin County is the Appropriate Means for Dedication of the Stapleton Brothers' Ditch to the CWCB.

Pitkin County has proposed to create a trust whereby the CWCB will hold and use the Stapleton Brothers' Ditch and other Pitkin County water rights for the benefit of Pitkin County according to the terms of the trust. For the reasons discussed below, a trust is the most practical means for Pitkin County to allow use of the water rights by the CWCB. The essential elements of a private express trust are: (1) the settlor has the capacity to create a trust; (2) the settlor intends to create a trust; (3) a declaration of trust or a present disposition of the res exists; (4) an identifiable trust res exists; (5) a trustee has been identified; and (6) identifiable beneficiaries exist. *In re Granberry's Estate*, 30 Colo.App. 590, 596 (1972). Because every

element of a valid trust is satisfied, the proposed Trust Agreement creates an enforceable private express revocable trust.

First, Pitkin County, as the settlor of the proposed trust, has capacity to create a trust. As a home rule county, Pitkin County has authority to acquire and hold real property and to enter into contractual relationships. C.R.S. § 30-35-103(5). The Board of County Commissioners is authorized to dispose of real property as it determines is in the best interests of Pitkin County. County Code, § 8.7.1.

Second, Pitkin County affirms that it has the present intent to create a trust, with the CWCB acting as trustee of the subject water rights, for the benefit of Pitkin County and its citizens. Pitkin County has certain restrictions on ability to divest itself of real property. Section 13.5.3 of the County Code prohibits the County from divesting itself of any real property acquired with Open Space/Trails Funds without replacement with real property of equivalent value. Water rights acquired through Pitkin County's Airport Enterprise Fund cannot be sold or leased absent compliance with certain restrictions. As a result of these restrictions, a revocable trust is the most practicable arrangement for Pitkin County to allow the CWCB to use the water rights for instream flow uses. Furthermore, use of water rights by the CWCB for instream flow purposes within the confines of the Trust Agreement furthers Pitkin County's mission to "acquire, preserve, maintain and manage open space properties for multiple purposes including, but not limited to, recreational, wildlife, agricultural, scenic and access purposes."[2]

Third, Pitkin County and the CWCB have drafted the Trust Agreement to govern operation of the trust, which Pitkin County plans to execute at such time the CWCB has decided to accept such rights as trustee under the terms of that agreement.

Fourth, Pitkin County has identified certain of its decreed water rights located in the Roaring Fork Basin, including the Stapleton Brothers' Ditch, to be the res of the proposed trust. The Trust Agreement provides that, within two months of its execution, the trustee and beneficiary shall, as co-applicants, file a change of use application for the Stapleton Brothers' Ditch with the District Court in and for Water Division 5. Upon the issuance of a favorable decree in this action, the trust would be funded, satisfying this element for a valid trust.

Fifth, Pitkin County identified the CWCB as the proposed trustee of the water rights in question, holding such water rights for the benefit of the County. Pitkin County will enforce the Trust Agreement against the trustee as necessary through the County's Board of County Commissioners. The CWCB will hold such water rights for the purpose of preserving or improving the natural environment by exercising its exclusive authority to apply such water rights to instream flow uses in the Roaring Fork River Basin.

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[2] Pitkin County, Open Space & Trails, *Mission Statement*, located at: http://www.aspenpitkin.com/depts/21/mission_statement.cfm.

Lastly, Pitkin County will be the beneficiary of the trust. The Board of County Commissioners will have the sole right to enforce the trust according to the terms of the Trust Agreement. Pitkin County acknowledges that it holds and manages the water rights in question for the citizens of Pitkin County and will enforce the terms of the trust in the interest of the citizens of Pitkin County. As such, it is appropriate that the Board of County Commissioners be the beneficiary of the trust to protect its citizens' interests.

Because all the elements of a valid trust can be established, there is no reason the CWCB should doubt the validity of the proposed arrangement. Moreover, the Trust Agreement is operable within the restrictions on Pitkin County's ability to transfer ownership of the water rights. Therefore, the Trust Agreement should be approved and executed by the CWCB.

E. CONCLUSION.

For the reasons presented above, Pitkin County supports the CWCB's acquisition of the Stapleton Brothers' Ditch for preservation and improvement of Maroon Creek and the Roaring Fork River. Pitkin County urges the Board to take this opportunity to preserve and improve the natural environment and stream flows in the Roaring Fork Basin.

IV. PITKIN COUNTY'S WITNESSES.

A. Rachel Richards, Pitkin County Commissioner. Ms. Richards may testify regarding the policies of Pitkin County regarding water rights and related matters.

B. Jim Pearce, Canyon Water Resources, LLC. Mr. Pearce has been retained by Pitkin County as its water rights consultant. He may testify regarding proposed operation of the Stapleton Brothers' Ditch, stream flows on Maroon Creek and the Roaring Fork River, and related matters.

C. Alan Martellaro, Division Engineer for Water Division No. 5. Mr. Martellaro may testify regarding administration of water rights within Water Division No. 5, administrability of the Stapleton Brothers' Ditch for instream flow uses, stream flows on Maroon Creek and the Roaring Fork River, and related matters

D. Kyle Whitaker, Assistant Division Engineer, Water Division No. 5. Mr. Whitaker may testify regarding the same matters as Mr. Martellaro.

E. Bill Blakeslee, Water Commissioner for Water District 38. Mr. Blakeslee may testify regarding the same matters as Mr. Martellaro.

F. Any witness identified by other parties.

G. Any witness necessary for rebuttal.

V. PITKIN COUNTY'S EXHIBITS.

Copies of exhibits identified below are attached to this Statement as required by the Notice of Party Status, Prehearing Conference and Deadlines for Submission, except as noted.

A. CWCB Staff Memo to Board, dated January 20, 2009. Attachments to the Memo are available online at: http://cwcb.state.co.us/StreamAndLake/WaterAcquisitions/Notices/.

B. Letter from Jim Pearce, Canyon Water Resources, LLC, to Moses, Wittemyer, Harrison and Woodruff, P.C., dated August 26, 2009, with all attachments.

C. Decree, Case No. 99CW306, Water Division No. 5.

D. Report on Change of Stapleton Brothers' Ditch Water Right and Plan for Augmentation by Joe Tom Wood, dated June 7, 2000, Case No. 99CW306.

E. Decree, Case No. W-2945, Water Division No. 5.

F. Decree, Case No. 85CW646, Water Division No. 5.

G. Pitkin County Water Rights Revocable Trust Agreement, draft dated January 14, 2009.

H. Letter from Rick Lofaro, Executive Director, Roaring Fork Conservancy, to Colorado Water Conservation Board, dated January 21, 2009.

I. Letter from Tom Kinney, Attorney for Town of Basalt, to Jennifer Gimbel, Director, CWCB, dated March 9, 2009.

J. Letters of support that may be submitted between the date of this Statement and the date of the hearing. Copies of any such letters shall be promptly provided to the Board and the parties when available.

K. Any exhibit identified by other parties.

L. Any exhibit necessary for rebuttal.

Respectfully submitted this 27th day of August, 2009.

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

By _____
Timothy J. Beaton, #10403
Patricia M. DeChristopher, #36951

ATTORNEYS FOR BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY

P. O. Box 1440
Boulder, Colorado 80306-1440
(303) 443-8782

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PREHEARING STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY** was served by e-mail this 27th day of August, 2009, on the following:

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
casey.shpall@state.co.us

Susan Schneider, Esq.
Colorado Attorney General's Office
1525 Sherman Street, 7th Floor
Denver, CO 80203
susan.schneider@state.co.us

Linda J. Bassi
Kaylea White
Colorado Water Conservation Board
Stream and Lake Protection
1313 Sherman Street, Room 721
Denver, CO 80203
linda.bassi@state.co.us
kaylea.white@state.co.us

Amy Beatie
Executive Director
Colorado Water Trust
1430 Larimer Street, Suite 300
Denver, CO 80202
abeatie@coloradowatetrust.org

Drew Peternell
Trout Unlimited
1320 Pearl Street, Suite 320
Boulder, C O 80302
dpeternell@tu.org

[Basalt Water Conservancy District]
David C. Hallford
Chris L. Geiger
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, CO 81602
chrisg@balcombgreen.com

[Roaring Fork Land and Cattle Co.]
[Willow Creek Ditch and Herrick Ditch Company]
Paul L. Noto
Patrick, Miller & Kropf, P.C.
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Aspen, CO 81611
noto@waterlaw.com

[Starwood Metropolitan District]
Scott Balcomb
Sara M. Dunn
Balcomb & Green, P.C.
P. O. Drawer 790
Glenwood Springs, CO 81602
sarad@balcombgreen.com

Joanne Mui Fong Tom

Tab 13
EXHIBIT A

See
Tab 12: Exhibit 7

Tab 13

EXHIBIT B

685 Canyon Creek Drive
Glenwood Springs, CO 81601

Mr. Tim Beaton
Ms. Patricia DeChristopher
Moses, Wittemyer, Harrison, and Woodruff, P.C.
P.O. Box 1440
Boulder, CO 80306-1440

August 26, 2009

Dear Tim and Patricia:

This letter transmits Canyon Water Resources, LLC preliminary analysis of the Stapleton Brothers Ditch water right for change of use to instream flow purposes. The engineering uses a water budget method to determine potential water supply and water right impacts from the water right change. The evaluation provides engineering opinions on the administration and operation regarding the change of use of a portion of the Stapleton Brothers Ditch water rights for instream flows.

It is my opinion that the Stapleton Brothers Ditch water right can be changed to new uses including uses for instream flow purposes without injury to existing water rights. The Evaluation Outline attached to this letter provides the details of the analysis leading up to my opinion. The work shows that as compared to the allowed uses in 99CW306, the proposed change of 119.25 acre-feet per year historical consumptive use and associated diversion rate to instream flow provides water to the Maroon Creek and the Roaring Fork River instream flows that was historically diverted and consumed under the Stapleton Brothers Ditch.

The changed water right can be administered. During the irrigation season, when the Stapleton Brothers Ditch is in priority, and the Ditch has a physical water supply available at the headgate, the State Engineer's office would account the pro-rata diversion rate associated with the changed instream flow amount (i.e., 119.25/220 * in-priority and physically available flow). The pro-rata amount would be "left in the stream" at the headgate and would be administered downstream from the headgate to the point where return flows from irrigated areas under Stapleton Brothers Ditch historically came back to the River (approximately 0.5 miles downstream of the confluence with Owl Creek). At this point and on downstream to the Fryingpan River, the amount of water accounted in the administration to the instream flow would be just the consumptive use amount (119.25/220 * monthly historical consumptive use).

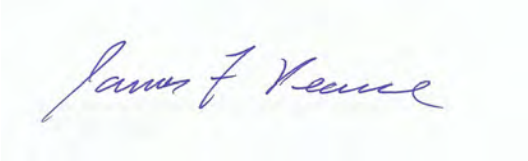
The change will not injure other water rights because the amounts to be used for instream flow purposes are subject to and limited by the diversion and quantification of the historical consumptive use decreed in 99CW306.

EXHIBIT B
Pitkin County

This work reviewed the following information related to the proposed change:

1. Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court, Division 5, Case Number 99CW306 (change decree).
2. Report on the Change of Use Stapleton Brothers' Ditch Water Right and Plan for Augmentation, Martin and Wood Water Consultants, Inc., 2000.
3. Civil Action No. 3000, Pitkin County District Court (original adjudication).

Sincerely,



James F. Pearce, P.E.
Manager, Canyon Water Resources LLC

Attachment – Evaluation of Water Supply Impacts Regarding the Use of Stapleton Brothers Ditch for Instream Flow

Evaluation of Water Supply Impacts Regarding the Use of Stapleton Brothers Ditch for Instream Flow

- This evaluation uses a water budget method to determine potential water supply and water right impacts from a water right change of use.

- Primarily interested in the stream reach from the Stapleton Brothers Ditch (SBD) headgate on Maroon Creek to the point on the Roaring Fork River where SBD return flows enter the River (Figures 1 and 2).

    - Reach 1, SBD Headgate on Maroon Creek to confluence with the Roaring Fork River,
    - Reach 2, confluence of Maroon and Roaring Fork to location where return flows enter the Roaring Fork (approximately Owl Creek), and
    - Reach 3, Roaring Fork River to Basalt.

- When evaluating water rights change of use, relative differences in the components of the water budget will identify impacts to stream flows, water supplies, or administration.

Figure 1: Overview of Stapleton Brothers Ditch Change of Use for Instream Flow

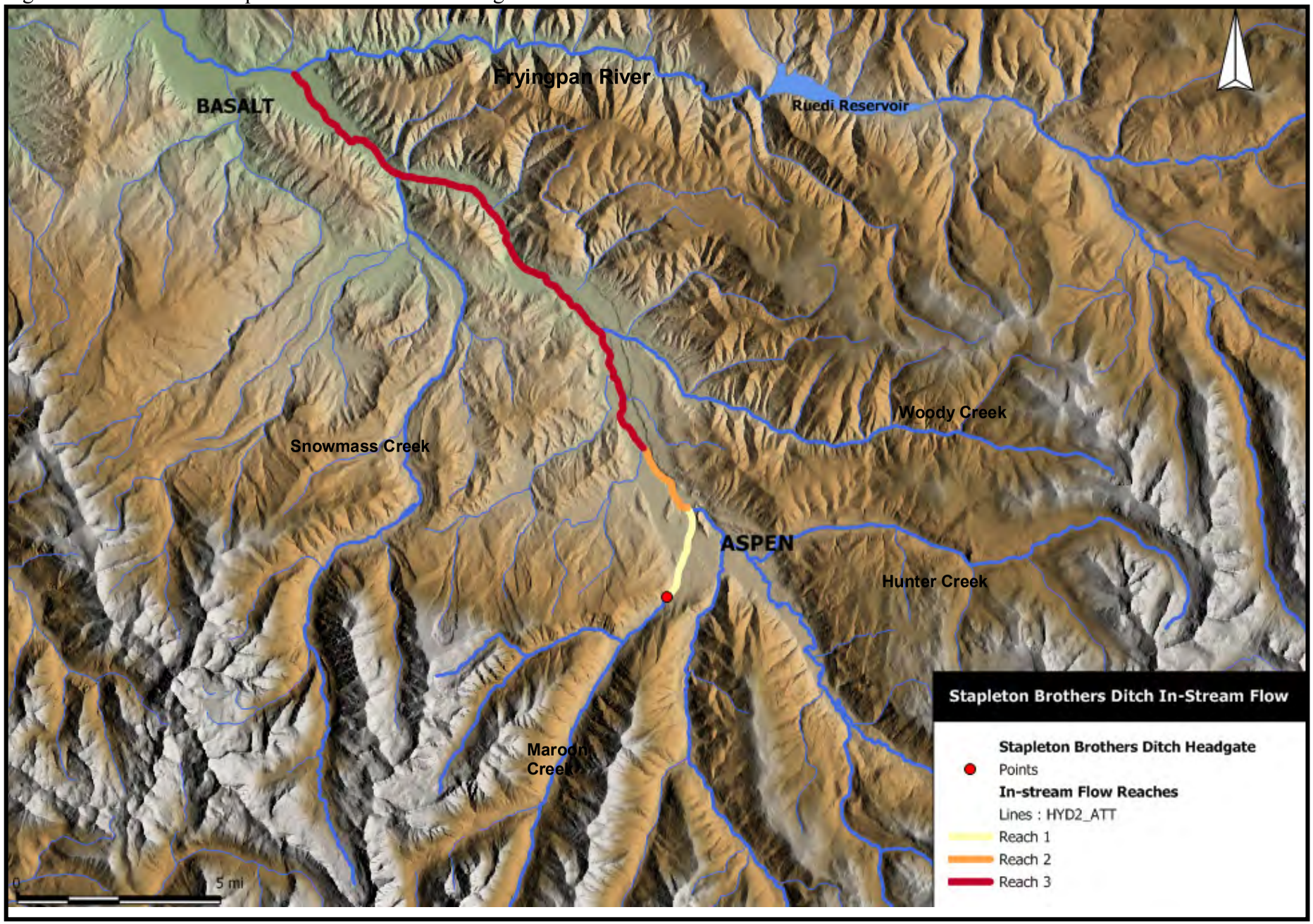


Figure 2: Location of Change of Use Water Budgets

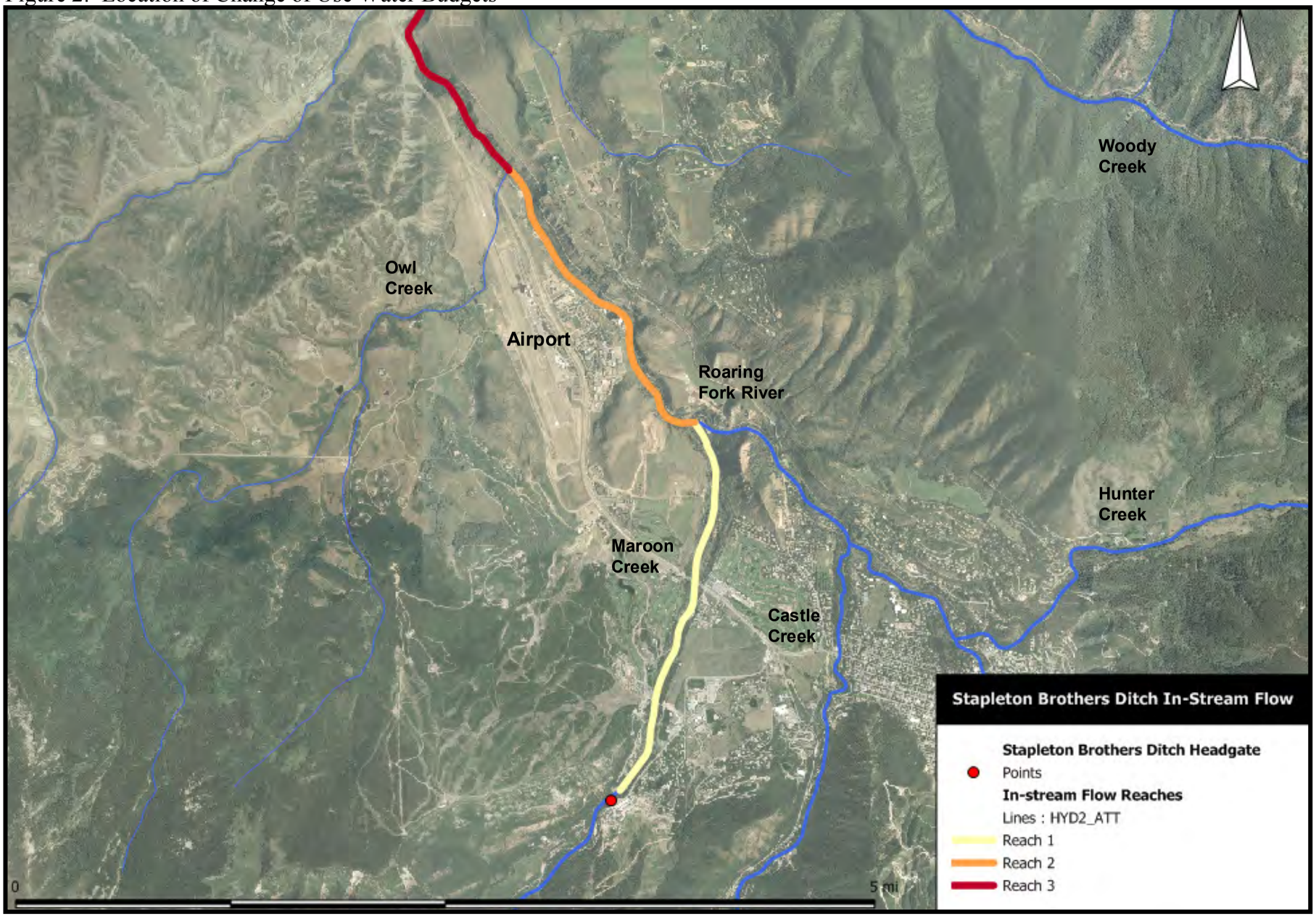
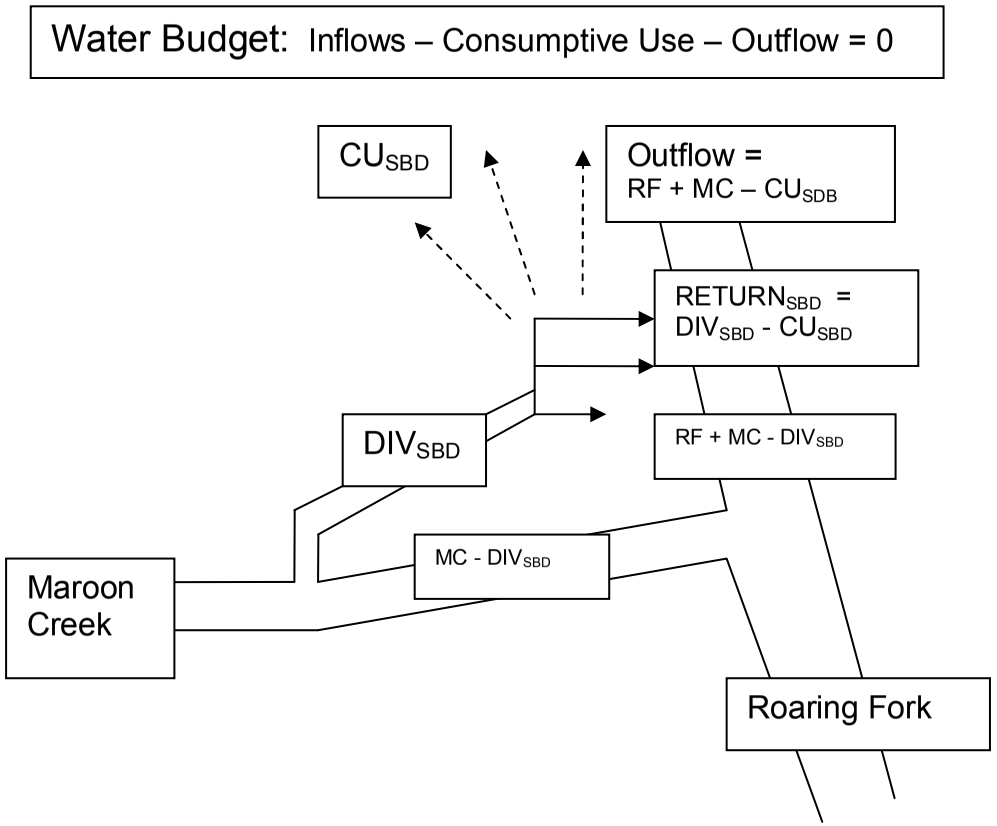


Figure 3: Schematic of Water Budget Components



Inflows
- Maroon Creek
- Roaring Fork

Stapleton Brothers Ditch
- Diversions (SEO records)
- CU irrigation (Blaney-Criddle)
- $Return_{SBD} = DIV_{SBD} - CU_{SBD}$

Maroon Creek below SBD Headgate (Reach 1) =
- $MC - DIV_{SBD}$

Roaring Fork below Maroon Creek (Reach 2) =
- $RF + (MC - DIV_{SBD})$

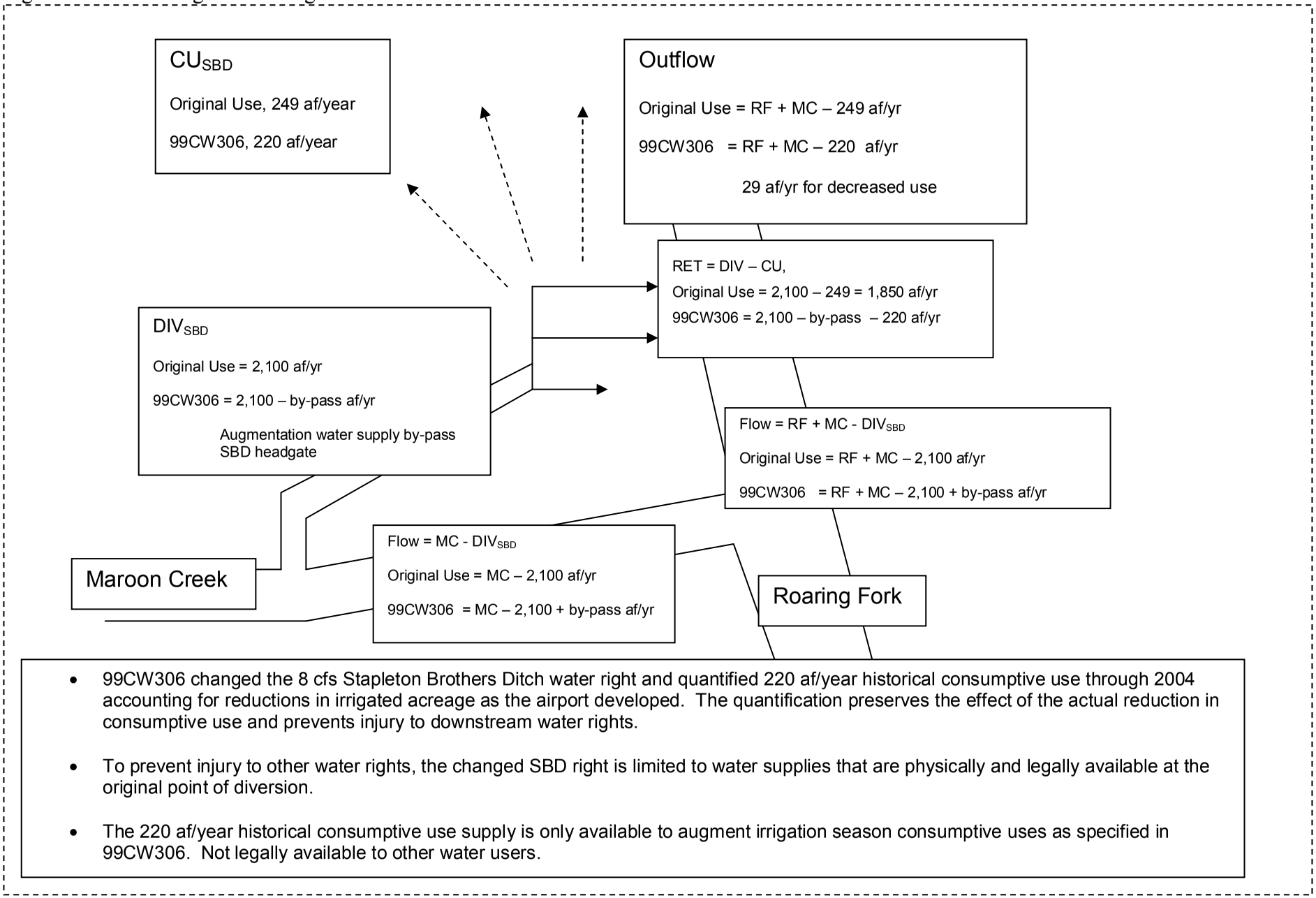
Roaring Fork Below Return Flows (Reach 3) =
- $RF + (MC - DIV_{SBD}) + (DIV_{SBD} - CU_{SBD})$

Outflow (Reach 3)
- $Outflow = RF + MC – CU_{SBD}$

- Division 5, Case Number 99CW306 quantified the historical consumptive use of the Stapleton Brothers Ditch equal to 220 af/year.
    - The applicant's engineer reported[1].
        - The 8 cfs right diverted an average of approximately 2,100 acre-feet per year (af/yr) during the months of May - October,
        - The water supply irrigated 136 acres, and
        - The annual average consumptive use was 249 af/year.
    - The State Engineer protested the change of use of the SDB water right.
        - SEO recognized that as the airport developed the irrigated area under the ditch decreased, and
        - Contended that the consumptive use should be reduced accordingly.
    - The Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court, Division 5, Case Number 99CW306 ,
        - Quantified the average annual historical consumptive use equal to 220 af/year (reduced from 249 af/year) to account for the decreased irrigation as the airport developed (99CW306, Paragraph F. Historic [sic] Use),
        - Changed the Stapleton Brothers Ditch 8 cfs water right to allow use of the SBD historical consumptive use credits (HCU) to augment certain uses,
        - States that other uses of the HCU must be approved by subsequent application to the Water Court (Paragraph G. Proposed Change),
        - Settles the quantification of the historical consumptive use as 220 af/year for the period of use 1904 to 2004 (Paragraph G), and
        - Provides the monthly average historical consumptive use credit amounts (Table 1).
- The following diagram illustrates the water budget for the SBD change of use in 99CW306 (Figure 3).[2]
- Similarly, Figures 4 and 5 chart the water budget for the proposed change of use of a portion of the HCU quantified in 99CW306 for instream flow purposes.

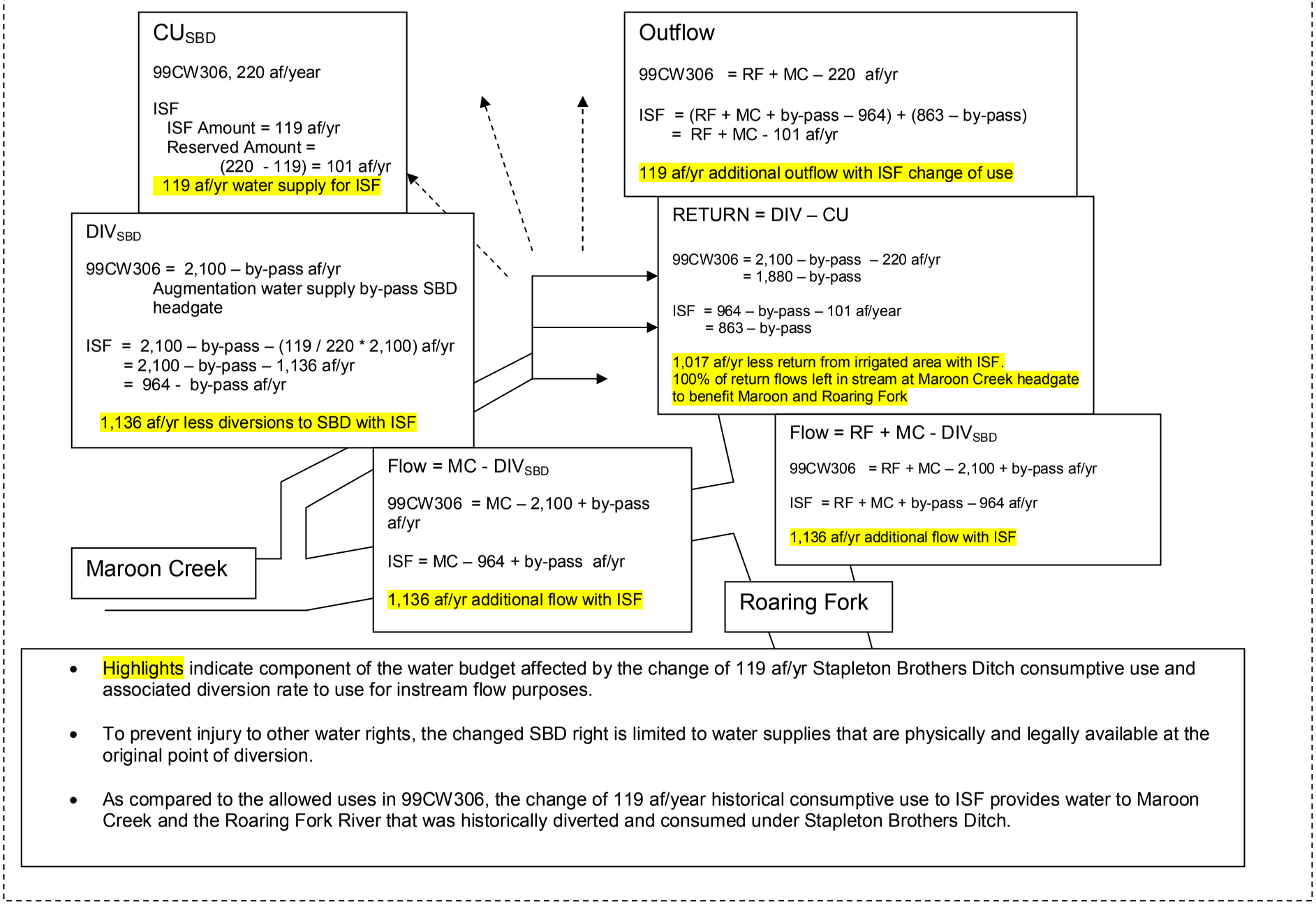
[1] Report on the Change of Use Stapleton Brothers' Ditch Water Right and Plan for Augmentation, Wood, 2000
[2] Water budget figures use rounded number for ease of discussion.

Figure 3: Water Budget for Change of Use in 99CW306



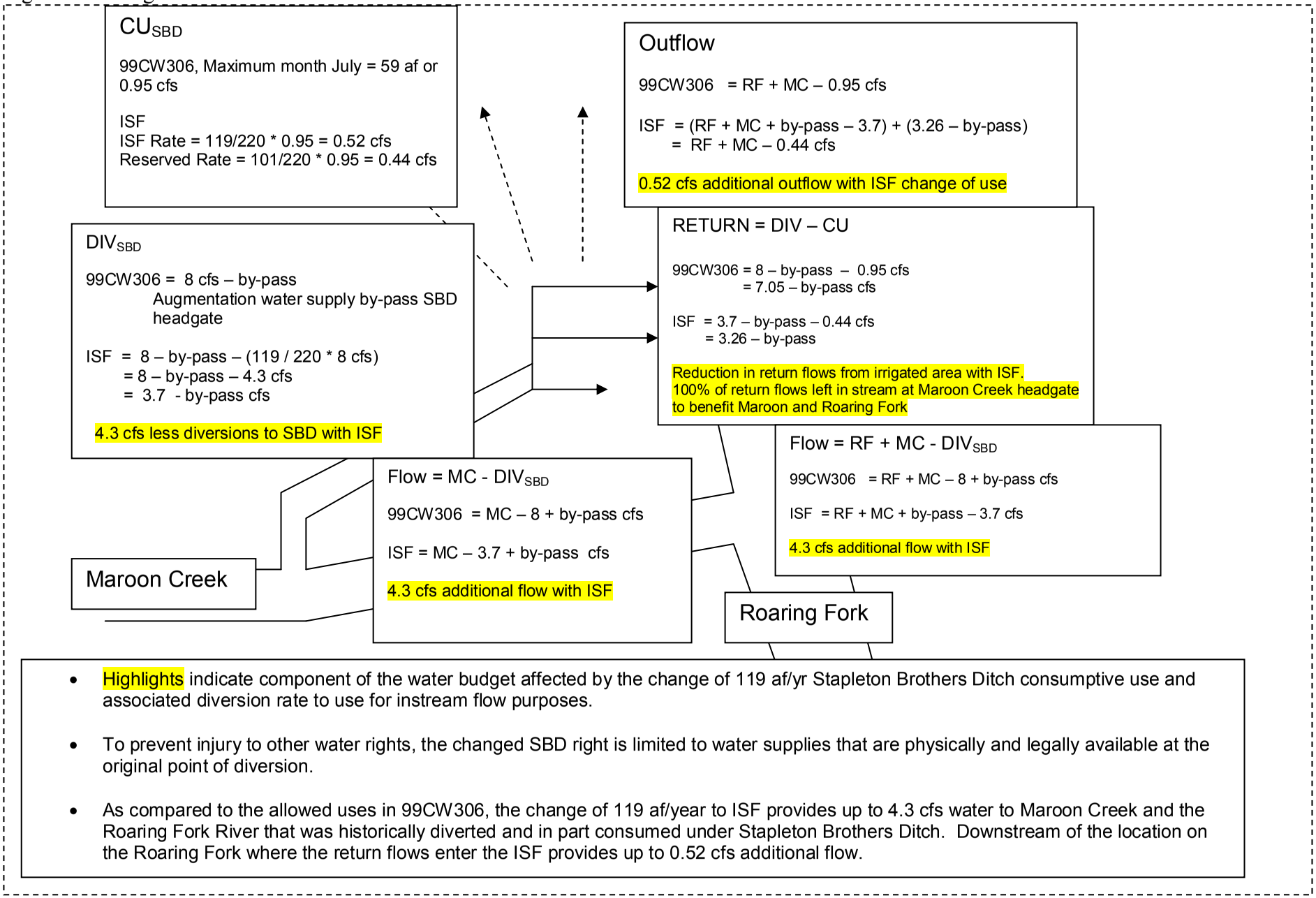
- 99CW306 changed the 8 cfs Stapleton Brothers Ditch water right and quantified 220 af/year historical consumptive use through 2004 accounting for reductions in irrigated acreage as the airport developed. The quantification preserves the effect of the actual reduction in consumptive use and prevents injury to downstream water rights.
- To prevent injury to other water rights, the changed SBD right is limited to water supplies that are physically and legally available at the original point of diversion.
- The 220 af/year historical consumptive use supply is only available to augment irrigation season consumptive uses as specified in 99CW306. Not legally available to other water users.

Figure 4: Annual Water Budget for Change of Use to Instream Flow Purposes



- Highlights indicate component of the water budget affected by the change of 119 af/yr Stapleton Brothers Ditch consumptive use and associated diversion rate to use for instream flow purposes.
- To prevent injury to other water rights, the changed SBD right is limited to water supplies that are physically and legally available at the original point of diversion.
- As compared to the allowed uses in 99CW306, the change of 119 af/year historical consumptive use to ISF provides water to Maroon Creek and the Roaring Fork River that was historically diverted and consumed under Stapleton Brothers Ditch.

Figure 5: Change as Maximum Flow Rate



- Highlights indicate component of the water budget affected by the change of 119 af/yr Stapleton Brothers Ditch consumptive use and associated diversion rate to use for instream flow purposes.
- To prevent injury to other water rights, the changed SBD right is limited to water supplies that are physically and legally available at the original point of diversion.
- As compared to the allowed uses in 99CW306, the change of 119 af/year to ISF provides up to 4.3 cfs water to Maroon Creek and the Roaring Fork River that was historically diverted and in part consumed under Stapleton Brothers Ditch. Downstream of the location on the Roaring Fork where the return flows enter the ISF provides up to 0.52 cfs additional flow.

Tab 13
EXHIBIT C

See
Tab 12: Exhibit 5

Tab 13
EXHIBIT D

See
Tab 12: Exhibit 6

Tab 13
EXHIBIT E

See
Tab 12: Exhibit 9

Tab 13
EXHIBIT F

See
Tab 12: Exhibit 10

Tab 13
EXHIBIT G

See
Tab 12: Exhibit 1

Tab 13

EXHIBIT H

ROARING FORK
CONSERVANCY
Bringing People Together to Protect Our Rivers

Board of Directors
Rick Lofaro
Executive Director
Diane Schwener
President
Stephen Ellsperman
Vice President
Carter Brooksher
Rivers Council Liaison
Patrick Wilhelm
Treasurer
Ramsey Kropf
Secretary
Andrew Light
Jim Light
Louis Meyer
Rick Neiley
Chris Seldin
Larry Yaw

Program Staff
Rick Lofaro
Executive Director
Sharon Clarke
Water Resource Specialist
Catie Fleming
Office Manager/ Development Associate
Sarah Johnson
Education Coordinator
Carlyle Kyzer
Major Gifts Director
Tim O'Keefe
Education Director
Ed Perregaux
Development Director
Chad Rudow
Water Quality Coordinator

January 21, 2009

Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

Dear Members of the Colorado Water Conservation Board:

I am writing on behalf of the Board of the Roaring Fork Conservancy to express our support of the proposal offered by Pitkin County concerning the use of water rights owned by Pitkin County for the CWCB's instream flow purposes in the Roaring Fork basin.

The Roaring Fork Conservancy is the watershed conservation organization in the Roaring Fork valley that seeks to protect the riparian habitat and natural environment of our rivers. The Conservancy was founded in 1996 through a unique public-private partnership and has become one of the most respected watershed conservation organizations in Colorado. Currently, the organization is funded through individual donations, grants, special events and program fees. In 2000, the Conservancy formed the Rivers Council to help raise funds for the organization's four program areas: watershed education, land conservation, water resources research and water quality monitoring.

The Conservancy Board feels that the use of Pitkin County water rights by the CWCB for instream flow purposes will enhance the Roaring Fork river basin's ecology and economic health by helping to preserve and protect our tourism and recreation economies and improving the overall general health and well being of our valley.

The trust agreement proposed by Pitkin County will allow the CWCB the use of water rights owned by Pitkin County that would otherwise not be available for dedicated instream flow purposes. The Conservancy congratulates the CWCB and its staff for this innovative approach to realizing such a benefit for our river communities.

Sincerely,

Rick Lofaro
Executive Director,

cc: Board of County Commissioners of Pitkin County, Colorado

EXHIBIT H
Pitkin County

Tab 13

EXHIBIT I

LAW OFFICES
HILL, KINNEY & WOOD, LLC

SPRUCE PROFESSIONAL BUILDING
201 MAIN STREET, SUITE 301
CARBONDALE, COLORADO 81623
tk@hkwlawfirm.com

THOMAS C. HILL
THOMAS E. KINNEY
JOSLYN V. WOOD

TELEPHONE
(970) 963-3900
FACSIMILE
(970) 963-3131

March 9, 2009

Via email: jennifer.gimbel@state.co.us

Jennifer Gimbel, Director
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St., Room 721
Denver, CO 80203

RE: Town of Basalt support for acquisition of Stapleton Bros. Ditch water right for ISF

Dear Jennifer:

As you are aware, I submitted my attached letter of January 21, 2009 to Linda Bassi and Kaylea White of the CWCB Stream & Lake Protection Section addressing several concerns the Town of Basalt has regarding the proposed acquisition of 4.3 cfs Stapleton Brothers' Ditch, Priority No. 269, water right by the CWCB from Pitkin County for instream flow enhancement from the ditch headgate on Maroon Creek downstream to the confluence of the Fryingpan River with the Roaring Fork River. Since then, the Town Council has met with John Ely, Pitkin County Attorney, to further discuss the proposed Stapleton Brothers' Ditch water right acquisition. As a result of this meeting, the Town of Basalt wishes to reiterate its support for the proposed Stapleton Brothers' Ditch water right acquisition for instream flow enhancement in the Roaring Fork River, including the reach of the Roaring Fork River immediately upstream from the Fryingpan River confluence in which reach the Town and Pitkin County have been cooperating to develop a whitewater park. The Town's support, however, is qualified upon the CWCB addressing and resolving the Town's concerns, including prevention of injury to the Town in the exercise of its municipal water rights and approved augmentation plan.

Very truly yours,

HILL, KINNEY & WOOD, LLC
Attorneys for the Town of Basalt

Tom Kinney

ec: Bill Kane, Town Manager; billk@basalt.net
Larry Thompson, Town Engineer; lthompson@basalt.net
Linda Bassi, Chief, Stream & Lake Protection Section, CWCB; linda.bassi@state.co.us
John Ely, Pitkin County Attorney; johne@co.pitkin.co.us

EXHIBIT I
Pitkin County

LAW OFFICES
HILL, KINNEY & WOOD, LLC

SPRUCE PROFESSIONAL BUILDING
201 MAIN STREET, SUITE 301
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THOMAS C. HILL
THOMAS E. KINNEY
JOSLYN V. WOOD

TELEPHONE
(970) 963-3900
FACSIMILE
(970) 963-3131

January 21, 2009

Via email: linda.bassi@state.co.us & kaylea.white@state.co.us

Linda Bassi, Chief
Kaylea White, Senior Water Resource Specialist
Stream & Lake Protection Section
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St., Room 721
Denver, CO 80203

RE: Town of Basalt comments concerning acquisition of Stapleton Bros. Ditch water right for ISF

Dear Linda & Kaylea:

Yesterday, I received notice of a proposed acquisition of 4.3 cfs of 8.0 cfs, absolute, Stapleton Brothers' Ditch, Priority 269, water right from Pitkin County via a perpetual loan for instream flow purposes from the ditch headgate downstream to the confluence of the Fryingpan River with the Roaring Fork River. I spoke with Kaylea concerning the notice and clarifying that only the consumptive use portion of this water right will be used for instream flow purposes in the reach of the Roaring Fork River between the Maroon Creek and Fryingpan River confluences.

As stated in the CWCB's notice, the Stapleton Brothers' Ditch water right that is the subject of the proposed acquisition from Pitkin County for instream flow purposes was decreed by the Garfield County District Court on October 16, 1933 in Civil Action No. 3000. The duty of water for the Stapleton Brothers' Ditch water right established by the Court's decree in C.A. 3000 is 1 cfs per 50 acres irrigated. As also referenced in the CWCB's notice, the Water Court subsequently entered a decree in Case No. 99CW306 on January 31, 2005 changing Pitkin County's Stapleton Brothers' Ditch irrigation water right to include augmentation use and establishing a historical irrigation consumptive use ratio for this water right of 1.83 acre-feet per acre. However, this historical irrigation consumptive use ratio was reduced by the Water Court to 1.62 acre-feet per acre at the behest of the Division 5 Engineer to reflect periods when the County's Sardy Field airport property was not irrigated using the Stapleton Brothers' Ditch water right. According to the documents posted on the CWCB's website supporting the acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right for instream flow purposes, this water right is associated with 119.25 acre-feet per acre of the 'remaining' historical irrigation consumptive use recognized by the Water Court in Case No. 99CW306.

The Town of Basalt has the following comments concerning the proposed acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right from Pitkin County for instream flow purposes:

1. The CWCB staff and Pitkin County associate 4.3 cfs, absolute, Stapleton Brothers' Ditch water right with 119.25 acre-feet per acre of historical irrigation consumptive use recognized by the Water Court in Case No. 99CW306. (*See* Exhibit A-1 of the draft Declaration of a Revocable Trust (The Pitkin County Water Rights Revocable Trust) and Linda Bassi and Kaylea White memo to CWCB dated January 20, 2009). However, pursuant to the 1 cfs per 50 acres irrigated 'duty of water' established by the District Court for the Stapleton Brothers' Ditch water right in C.A. 3000 and also according to the historical irrigation consumptive use ratio and historical irrigation season recognized by the Water Court in Case No. 99CW306, 4.3 cfs cannot be associated with 119.25 acre-feet per acre 'remaining' historical irrigation consumptive use in the reach of the Roaring Fork River from the confluence of Maroon Creek downstream to the Fryingpan River confluence. Rather, not more than 0.52 cfs is associated with this amount of remaining 'historical consumptive use for instream flow use in the reach of the Roaring Fork River from the confluence of Maroon Creek downstream to the Fryingpan River confluence during the historical irrigation season. (Linda Bassi and Kaylea White memo to CWCB dated January 20, 2009 at Section 8 on page 5.)

2. The Water Court decree entered in Case No. 99CW306 concerning Pitkin County's Stapleton Brothers' Ditch water right contained the following finding of fact at Paragraph 7.G., which finding was incorporated as a restrictive condition at Paragraph 17 of the decree:

> "Any other uses of such remaining consumptive use credits by any person or entity must be approved by subsequent application to the Water Court, requesting a change of water right and approval of either an amended augmentation plan or an additional augmentation plan to replace all out-of-priority depletions associated with such new uses."

The Town of Basalt reminds the CWCB that this restrictive condition applies to its acquisition and proposed use of Pitkin County's 4.3 cfs Stapleton Brothers' Ditch water right for instream flow purposes.

3. The Town of Basalt will likely file a statement of opposition in any case filed in the Water Court for Water Division No. 5 concerning changing the use of Pitkin County's 4.3 cfs, absolute, Stapleton Brothers' Ditch water right for instream flow purposes by the CWCB in order to protect exercise of its municipal well water rights decreed for diversion at the Basalt Municipal Well No. 13 and the Basalt RE-1 School District Well, and also operation of the augmentation plan incorporating bypasses of the Town's John Ruedi Ditch water rights decreed by the Water Court in Case Nos. 90CW138 and 00CW252.

4. The Town has been working with Pitkin County to establish a whitewater park in the reach of the Roaring Fork River immediately upstream of the Fryingpan River confluence. Pitkin County anticipates adjudicating junior-priority RICD water rights for the whitewater park. Pitkin County also desires to gain an additional benefit of having senior-priority water rights, such as the 4.3 cfs Stapleton Brothers' Ditch water right, flowing through the whitewater park reach of the Roaring Fork River pursuant to the proposed acquisition of these water rights by the CWCB for instream flow purposes:

> "... Utilizing the provisions of House Bill 1280 as well as a trust document it will be possible for Pitkin County to assign certain water rights in its existing portfolio as well as any future acquired water rights through the Open Space and Trails or Healthy River funds to enhance the minimum stream flow in this particular reach of the Roaring Fork River. By enhancing the minimum stream flows in this reach of the Roaring Fork River, the last part of the river as it leaves Pitkin County, all other stream segments above this reach in the Roaring Fork and its tributaries will also be enhanced. The kayak course allows for the utilization of acquired rights in a way that will augment minimum stream flows throughout the Roaring Fork River while providing a recreational facility for valley residents." (Excerpt from John Ely, Pitkin County Attorney, memo to Pitkin County Open Space and Trails Board dated November 20, 2008 at page 4).

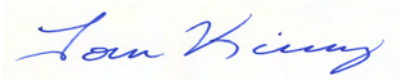
The Town of Basalt agrees with this objective so long as any use of Pitkin County's senior-priority water rights by the CWCB for instream flow purposes does not injure the Town in the exercise of its municipal water rights and operation of its augmentation plan.

5. The Town of Basalt supports the CWCB's acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right pursuant to a perpetual loan from Pitkin County, but requests that the CWCB expressly condition any such approval of the acquisition such that this water right shall be used for instream flow purposes only upon entry of a final decree by the Water Court: (a) changing the use of this water right to include instream flow purposes; and, (b) incorporating restrictive conditions on the instream flow use of this water right protective of the Town of Basalt's exercise of its municipal water rights and operation of its augmentation plan.

Thank you for considering the Town of Basalt comments concerning acquisition of Pitkin County's 4.3 cfs, absolute, Stapleton Brothers' Ditch water right via perpetual loan for instream flow purposes.

Very truly yours,

HILL, KINNEY & WOOD, LLC



Tom Kinney

ec: John Ely, Pitkin County Attorney, johne@co.pitkin.co.us
Tim Beaton, Pitkin County water rights counsel, tbeaton@mwhw.com

Tab 13

EXHIBIT J

Letters of support that may be submitted between date of Prehearing Statement and Hearing Date

Tab 13

EXHIBIT K

Any exhibit identified by other parties

Tab 13

EXHIBIT L

Any exhibit necessary for rebutal

Tab 14

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION
DIVISION 5: STAPLETON BROTHERS DITCH

COLORADO WATER TRUST
PREHEARING STATEMENT

Pursuant to Rule 6(m)(5)(e) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level, 2 CCR 408-2 ("ISF Rules") of the Colorado Water Conservation Board ("CWCB"), the Colorado Water Trust ("CWT") hereby submits its prehearing statement in support of the CWCB staff's recommendation for an instream flow acquisition on Maroon Creek in the above-captioned matter.

DISPUTED FACTUAL AND LEGAL CLAIMS

CWT supports the CWCB's acquisition of a long-term loan of the Stapleton Brothers Ditch water rights from Pitkin County for instream flow purposes in Maroon Creek and the Roaring Fork River. CWT believes that the acquisition is reasonable and appropriate under the factors and considerations set forth in ISF Rules 6(e) and 6(f) and under all applicable laws, including House Bill 08-1280. CWT does not dispute any factual or legal issues pertaining to the acquisition's appropriateness. Rather, CWT believes the acquisition is lawful and that the CWCB conducted the analyses necessary for consideration by the CWCB Board. However, given the number of issues raised by the parties opposed to this transaction, CWT reserves the right to respond in its rebuttal statement to the issues and positions they raise in their prehearing statements.

EXHIBITS TO BE INTRODUCED AT HEARING

(1) CWCB Staff Memo to Board, dated March 9, 2009, and all attachments thereto. Available online at: http://cwcb.state.co.us/StreamAndLake/WaterAcquisitions/Notices/.

(2) CWCB Staff Memo to Board, dated January 20, 2009, and all attachments thereto. Available online at: http://cwcb.state.co.us/StreamAndLake/WaterAcquisitions/Notices/.

(3) Declaration of a Revocable Trust (The Pitkin County Water Rights Revocable Trust), by and between the Board of County Commissioners for the County of Pitkin and the Colorado Water Conservation Board (not yet executed).

(4) Decree, Civil Action No. 3000, Pitkin County District Court (October 16, 1933).

(5) Case No. 99CW306, District Court in and for Water Division 5 (January 31, 2005) and related documents.

(6) Any exhibit listed or entered by any other party.

(7) Any exhibit needed for rebuttal.

Please note that the exhibits identified above are already in the administrative record and have been introduced by other parties to the hearing. To the extent these exhibits will be relied upon by CWT, we will refer to the exhibits already provided to the hearing officer. Thus, we will not be providing our own copies.

WITNESSES AND SUMMARY OF TESTIMONY

The following witnesses may testify at the hearing as described below, may give rebuttal testimony, and may be available at the hearing to answer questions from the Board.

(1) **Amy W. Beatie, Esq., Executive Director, Colorado Water Trust**. Ms. Beatie may testify on the role of CWT in the proposed transaction and details pertaining to the transaction. She may also address legal issues raised by parties to the proceeding.

(2) **Michael F. Browning, Esq., President, Colorado Water Trust Board of Directors**. Mr. Browning may testify on the role of CWT in the proposed transaction and details pertaining to the transaction. He may also address legal issues raised by parties to the proceeding.

(3) **Peter D. Nichols, Esq., Colorado Water Trust Board of Directors**. Mr. Nichols may testify on the role of CWT in the proposed transaction and details pertaining to the transaction. He may also address legal issues raised by parties to the proceeding.

(4) **Kerry Sundeen, consulting hydrologist, Grand River Consulting**. Mr. Sundeen may provide technical information pertaining to the Roaring Fork Valley in general, Roaring Fork Valley water rights and administration, and information pertaining to the proposed transaction.

(5) **Sharon Clarke, Land and Water Conservation Specialist, Roaring Fork Conservancy**. Ms. Clark specializes in regional geography, Geographic Information Systems (GIS), water resources, and aquatic habitat, and may testify about water quantity and quality and other similar information pertaining to the Roaring Fork River Basin.

(6) Any witness and testimony needed for rebuttal.

Respectfully submitted this 27th day of August, 2009.

Amy W. Beatie, Executive Director
Erica O. Payne, Conservation Fellow
Colorado Water Trust
1430 Larimer Street, Suite 300
Denver, Colorado 80202
Phone: (720) 570-2897
Fax: (303) 996-2017
abeatie@coloradowatertrust.org
epayne@coloradowatertrust.org

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Colorado Water Trust Prehearing Statement** was served on this 27th day of August, 2009, upon the following via electronic mail:

Casey Shpall
Hearing Officer
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
casey.shpall@state.co.us

Susan Schneider
Colorado Attorney General's Office
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
susan.schneider@state.co.us

Linda Bassi
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, Colorado 80203
linda.bassi@state.co.us

John Ely
Pitkin County Board of County Commissioners
Courthouse Plaza
530 E. Main Street, 3rd Floor
Aspen, Colorado 81611
john.ely@co.pitkin.co.us

Paul Noto
Patrick, Miller & Kropf, P.C.
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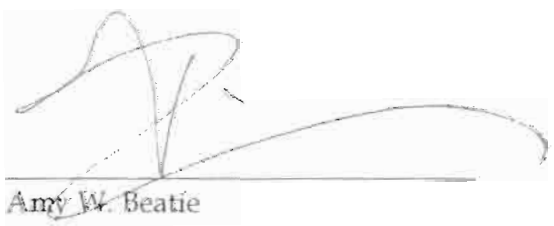
chrisg@balcombgreen.com



Amy W. Beatie

Tab 14

Exhibit 1

STATE OF COLORADO

Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 866-4474
www.cwcb.state.co.us

Bill Ritter, Jr.
Governor

Harris D. Sherman
DNR Executive Director

Jennifer L. Gimbel
CWCB Director

Dan McAuliffe
CWCB Deputy Director

TO: Colorado Water Conservation Board Members

FROM: Linda J. Bassi
Kaylea White
Stream and Lake Protection Section

DATE: March 9, 2009

SUBJECT: **Agenda Item No. 28, March 17-18, 2009 Board Meeting**
Stream and Lake Protection Section – Roaring Fork River Basin Proposed Water Acquisition

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At its January 2009 meeting, Staff presented an offer to the Board from the Pitkin County Board of County Commissioners ("Pitkin County") of a long-term loan of a water right for instream flow ("ISF") use on Maroon Creek and the Roaring Fork River in Pitkin County. The instrument of the loan would be a revocable trust ("Trust Agreement"), wherein Pitkin County is the Settlor and CWCB is the Trustee. The first component of the proposed long-term loan includes 4.3 cfs in the Stapleton Brothers Ditch for ISF use on Maroon Creek and the Roaring Fork River. The Trust Agreement contemplates providing approximately 34 additional water rights in the Roaring Fork Basin that may be used for ISF purposes. Pursuant to ISF Rule 6m.(4), the Basalt Water Conservancy District and the Starwood Metropolitan District have requested a hearing on the proposed acquisition of the 4.3 cfs of the Stapleton Brothers Ditch water right. ISF Rule 6m. (Public Input on Acquisitions) is attached to this memo as **Exhibit 1**. The two hearing requests are attached as **Exhibit 2**. Rule 6m.(5)(a) provides that a hearing on a proposed acquisition must be held within the 120-day period allowed for Board consideration of an acquisition, unless the entity requesting the Board to consider the proposed acquisition agrees to an extension of time. A letter from Pitkin County agreeing to an extension of time will be provided to the Board at the March 17-18 Board meeting. This is the first time that the Board has received a request to hold a hearing on a proposed water acquisition.

Staff Recommendation

Staff recommends that the Board: (1) grant the requests for hearing; (2) schedule the hearing to be held in conjunction with the September 2009 Board meeting; and (3) appoint Deputy Attorney General Casey Shpall as Hearing Officer.

Discussion

1. Issues to be addressed

Staff is recommending scheduling the hearing for September to give the parties ample time to discuss the numerous issues raised regarding this proposed acquisition, and to enable the CDOW to perform data collection related to using the acquired water to improve the natural environment to a reasonable degree. The issues raised by the parties requesting the hearing are set forth in the letters attached as Exhibit 1, and are summarized generally below.

1. Water rights administration, enforcement and accounting issues.
2. Issues related to changing the Stapleton Brothers Ditch water right to add instream flow use as a decreed use, including re-quantification of historical consumptive use, Green Mountain Reservoir Historic User Pool protection, and return flow issues.
3. Potential impacts on other water rights within the subject ISF reaches on Maroon Creek and the Roaring Fork River.
4. Issues related to utilization of Colorado's compact entitlement, particularly pre-1922 water rights.
5. The extent to which the acquired water may be used to improve the natural environments of Maroon Creek and the Roaring Fork River to a reasonable degree.

2. Procedural matters

ISF Rule 6m.(5) governs hearings on proposed water acquisitions, and provides that the Hearing Officer will: (1) establish the procedures by which evidence will be offered; (2) set timelines and deadlines for all written submissions such as prehearing statements; and (3) shall determine the order of testimony for the hearing and decide other procedural matters related to the hearing. Because Staff anticipates meeting with the Division of Water Resources and with the interested parties between the March and May CWCB meetings to discuss many of the above-listed issues, Staff proposes that at the May CWCB meeting, Staff will: (1) report to the Board on the status of negotiations and issue resolution; and (2) present the Hearing Officer's schedule of deadlines related to the hearing.

Staff Recommendation

Staff recommends that the Board: (1) grant the requests for hearing; (2) schedule the hearing to be held in conjunction with the September 2009 Board meeting; and (3) appoint Deputy Attorney General Casey Shpall as Hearing Officer.

Attachments

PITKIN COUNTY ATTORNEY

John M. Ely
County Attorney

Christopher G. Seldin
Assistant County Attorney

Carrington Brown
Code Enforcement Officer

Courthouse Annex Building
530 East Main Street, Suite 302
Aspen, Colorado 81611-1948

Tel: (970) 920-5190
Fax: (970) 920-5198

Legal Assistants:
Lisa MacDonald
Jane Achey

March 16, 2009

Via e-mail Linda.Bassi@state.co.us
Colorado Water Conservation Board
c/o Linda Bassi
Stream & Lake Protection Program
1313 Sherman Street, Room 721
Denver, Colorado 80203

RE: January 8, 2009 Offer to Dedicate Water Pursuant to Trust Agreement

Dear Board Members:

Pitkin County has been informed through CWCB staff that it would be advisable to consider the BOCC's offer at a later date to allow time to obtain additional data on river conditions. This data gathering is not contemplated to occur until stream flows are down in the middle of the summer. As a consequence, Pitkin County is willing to waive the 120-day requirement of Rule 6(b) of the rules of the Colorado Instream Flow and Natural Lake Level Program and have our offer considered prior to September 30, 2009.

If you need any further clarification please feel free to contact me. Thank you very much.

PITKIN COUNTY ATTORNEY'S OFFICE

Sincerely,

John M. Ely

cc: Patricia DeChristopher, Esq.

Exhibit 1

6m. Public Input on Proposed Acquisitions.

The Board shall follow the public review process in Rules 11a. - 11c. when acquiring water, water rights or interests in water, except for temporary loans or leases as provided in Rule 6k. above and except as provided below.

(1) Prior to Board consideration of any proposed acquisition, Staff shall mail notice of the proposed acquisition to all Persons on the ISF Subscription Mailing List and the State Engineer's Substitute Supply Plan Notification List for the relevant water division, and shall provide Proper Notice. Such notice shall include:

(a) The case number adjudicating the water right proposed to be acquired, and the appropriation date, adjudication date, priority, decreed use(s), and flow amount of the water right proposed to be acquired, and approximately how much of the water right the Board will consider acquiring;

(b) The location of the stream reach or lake that is the subject of the proposal, including, when available, the specific length of stream reach to benefit from the proposed acquisition;

(c) Any available information on the purpose of the acquisition, including the degree of preservation or improvement of the natural environment to be achieved;

(d) Any available scientific data specifically supporting the position that the acquisition will achieve the goal of preserving or improving the natural environment to a reasonable degree; and

(e) In addition to (a) - (d) above, for leases and loans of water, water rights or interests in water under section 37-92-102(3), such notice shall include the proposed term of the lease or loan and the proposed season of use of the water under the lease or loan.

(2) At every regularly scheduled Board meeting subsequent to the mailing of notice, and prior to final Board action, Staff will report on the status of the proposed acquisition and time will be reserved for public comment.

(3) Any Person may address the Board regarding the proposed acquisition prior to final Board action. Staff shall provide any written comments it receives regarding the proposed acquisition directly to the Board.

(4) Any Person may request the Board to hold a hearing on a proposed acquisition. Such a request must be submitted to the Board in writing within twenty days after the first Board meeting at which the Board considers the proposed acquisition, and must include a brief statement, with as much specificity as possible, of why a hearing is being requested.

(5) At its next regularly scheduled meeting after receipt of the request for a hearing, or at a special meeting, the Board will consider the request and may, in its sole discretion, grant or deny such a request. All hearings scheduled by the Board shall be governed by the following procedures:

(a) A hearing on a proposed acquisition must be held within the 120 day period allowed for Board consideration of an acquisition pursuant to Rule 6b., unless the Person requesting the Board to consider the proposed acquisition agrees to an extension of time.

(b) The Board shall appoint a Hearing Officer to establish the procedures by which evidence will be offered.

(c) At least thirty days prior to the hearing date(s), the Board shall provide written notice of the hearing(s) to the Person proposing the acquisition, all interested parties known to the Board, and all Persons on the ISF Subscription Mailing List and the State Engineer's Substitute Supply Plan Notification List for the relevant water division. The Board also shall provide Proper Notice, as defined in ISF Rule 4n.

(d) Any Person who desires party status shall become a Party upon submission of a written Notice of Party Status to the Board Office. The Notice shall include the name and mailing address of the Person and a brief statement of the reasons the Person desires party status. The Board Office must receive Notice of Party Status within seven days after notice of the hearing is issued.

(e) The Hearing Officer shall set timelines and deadlines for all written submissions. Prehearing statements will be required, and shall include, but not be limited to, the following: 1) a list of all disputed factual and legal issues; 2) the position of the Party regarding the factual and legal issues; 3) a list identifying all of the witnesses that will testify for the Party, and a summary of the testimony that those witnesses will provide; and 4) copies of all exhibits that the Party will introduce at the hearing(s).

(f) Any Party may present testimony or offer evidence identified in its prehearing statement regarding the proposed acquisition.

(g) The Hearing Officer shall determine the order of testimony for the hearing(s), and shall decide other procedural matters related to the hearing(s). The Hearing Officer does not have authority to rule on substantive issues, which authority rests solely with the Board.

(h) The Board will not apply the Colorado Rules of Evidence at hearings on proposed acquisitions.

(i) The Board may permit general comments from any Person who is not a Party; however, the Board may limit these public comments to five minutes per Person.

(j) The Board may take final action at the hearing(s) or continue the hearing and/or deliberations to a date certain.

(k) Board hearings may be recorded by a reporter or by an electronic recording device. Any Party requesting a transcription of the hearing(s) shall be responsible for the cost of the transcription.

(l) When necessary, the Board may modify this hearing procedure schedule or any part thereof as it deems appropriate.

Exhibit 2

See also
Tabs 1 and 2

LAW OFFICES
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THOMAS C. HILL
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JOSLYN V. WOOD

TELEPHONE
(970) 963-3900
FACSIMILE
(970) 963-3131

March 9, 2009

Via email: jennifer.gimbel@state.co.us

Jennifer Gimbel, Director
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St., Room 721
Denver, CO 80203

RE: Town of Basalt support for acquisition of Stapleton Bros. Ditch water right for ISF

Dear Jennifer:

As you are aware, I submitted my attached letter of January 21, 2009 to Linda Bassi and Kaylea White of the CWCB Stream & Lake Protection Section addressing several concerns the Town of Basalt has regarding the proposed acquisition of 4.3 cfs Stapleton Brothers' Ditch, Priority No. 269, water right by the CWCB from Pitkin County for instream flow enhancement from the ditch headgate on Maroon Creek downstream to the confluence of the Fryingpan River with the Roaring Fork River. Since then, the Town Council has met with John Ely, Pitkin County Attorney, to further discuss the proposed Stapleton Brothers' Ditch water right acquisition. As a result of this meeting, the Town of Basalt wishes to reiterate its support for the proposed Stapleton Brothers' Ditch water right acquisition for instream flow enhancement in the Roaring Fork River, including the reach of the Roaring Fork River immediately upstream from the Fryingpan River confluence in which reach the Town and Pitkin County have been cooperating to develop a whitewater park. The Town's support, however, is qualified upon the CWCB addressing and resolving the Town's concerns, including prevention of injury to the Town in the exercise of its municipal water rights and approved augmentation plan.

Very truly yours,

HILL, KINNEY & WOOD, LLC
Attorneys for the Town of Basalt

Tom Kinney

ec: Bill Kane, Town Manager; billk@basalt.net
Larry Thompson, Town Engineer; lthompson@basalt.net
Linda Bassi, Chief, Stream & Lake Protection Section, CWCB; linda.bassi@state.co.us
John Ely, Pitkin County Attorney; johne@co.pitkin.co.us

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January 21, 2009

Via email: linda.bassi@state.co.us & kaylea.white@state.co.us

Linda Bassi, Chief
Kaylea White, Senior Water Resource Specialist
Stream & Lake Protection Section
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St., Room 721
Denver, CO 80203

RE: Town of Basalt comments concerning acquisition of Stapleton Bros. Ditch water right for ISF

Dear Linda & Kaylea:

Yesterday, I received notice of a proposed acquisition of 4.3 cfs of 8.0 cfs, absolute, Stapleton Brothers' Ditch, Priority 269, water right from Pitkin County via a perpetual loan for instream flow purposes from the ditch headgate downstream to the confluence of the Fryingpan River with the Roaring Fork River. I spoke with Kaylea concerning the notice and clarifying that only the consumptive use portion of this water right will be used for instream flow purposes in the reach of the Roaring Fork River between the Maroon Creek and Fryingpan River confluences.

As stated in the CWCB's notice, the Stapleton Brothers' Ditch water right that is the subject of the proposed acquisition from Pitkin County for instream flow purposes was decreed by the Garfield County District Court on October 16, 1933 in Civil Action No. 3000. The duty of water for the Stapleton Brothers' Ditch water right established by the Court's decree in C.A. 3000 is 1 cfs per 50 acres irrigated. As also referenced in the CWCB's notice, the Water Court subsequently entered a decree in Case No. 99CW306 on January 31, 2005 changing Pitkin County's Stapleton Brothers' Ditch irrigation water right to include augmentation use and establishing a historical irrigation consumptive use ratio for this water right of 1.83 acre-feet per acre. However, this historical irrigation consumptive use ratio was reduced by the Water Court to 1.62 acre-feet per acre at the behest of the Division 5 Engineer to reflect periods when the County's Sardy Field airport property was not irrigated using the Stapleton Brothers' Ditch water right. According to the documents posted on the CWCB's website supporting the acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right for instream flow purposes, this water right is associated with 119.25 acre-feet per acre of the 'remaining' historical irrigation consumptive use recognized by the Water Court in Case No. 99CW306.

The Town of Basalt has the following comments concerning the proposed acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right from Pitkin County for instream flow purposes:

1. The CWCB staff and Pitkin County associate 4.3 cfs, absolute, Stapleton Brothers' Ditch water right with 119.25 acre-feet per acre of historical irrigation consumptive use recognized by the Water Court in Case No. 99CW306. (*See* Exhibit A-1 of the draft Declaration of a Revocable Trust (The Pitkin County Water Rights Revocable Trust) and Linda Bassi and Kaylea White memo to CWCB dated January 20, 2009). However, pursuant to the 1 cfs per 50 acres irrigated 'duty of water' established by the District Court for the Stapleton Brothers' Ditch water right in C.A. 3000 and also according to the historical irrigation consumptive use ratio and historical irrigation season recognized by the Water Court in Case No. 99CW306, 4.3 cfs cannot be associated with 119.25 acre-feet per acre 'remaining' historical irrigation consumptive use in the reach of the Roaring Fork River from the confluence of Maroon Creek downstream to the Fryingpan River confluence. Rather, not more than 0.52 cfs is associated with this amount of remaining 'historical consumptive use for instream flow use in the reach of the Roaring Fork River from the confluence of Maroon Creek downstream to the Fryingpan River confluence during the historical irrigation season. (Linda Bassi and Kaylea White memo to CWCB dated January 20, 2009 at Section 8 on page 5.)

2. The Water Court decree entered in Case No. 99CW306 concerning Pitkin County's Stapleton Brothers' Ditch water right contained the following finding of fact at Paragraph 7.G., which finding was incorporated as a restrictive condition at Paragraph 17 of the decree:

> "Any other uses of such remaining consumptive use credits by any person or entity must be approved by subsequent application to the Water Court, requesting a change of water right and approval of either an amended augmentation plan or an additional augmentation plan to replace all out-of-priority depletions associated with such new uses."

The Town of Basalt reminds the CWCB that this restrictive condition applies to its acquisition and proposed use of Pitkin County's 4.3 cfs Stapleton Brothers' Ditch water right for instream flow purposes.

3. The Town of Basalt will likely file a statement of opposition in any case filed in the Water Court for Water Division No. 5 concerning changing the use of Pitkin County's 4.3 cfs, absolute, Stapleton Brothers' Ditch water right for instream flow purposes by the CWCB in order to protect exercise of its municipal well water rights decreed for diversion at the Basalt Municipal Well No. 13 and the Basalt RE-1 School District Well, and also operation of the augmentation plan incorporating bypasses of the Town's John Ruedi Ditch water rights decreed by the Water Court in Case Nos. 90CW138 and 00CW252.

4. The Town has been working with Pitkin County to establish a whitewater park in the reach of the Roaring Fork River immediately upstream of the Fryingpan River confluence. Pitkin County anticipates adjudicating junior-priority RICD water rights for the whitewater park. Pitkin County also desires to gain an additional benefit of having senior-priority water rights, such as the 4.3 cfs Stapleton Brothers' Ditch water right, flowing through the whitewater park reach of the Roaring Fork River pursuant to the proposed acquisition of these water rights by the CWCB for instream flow purposes:

> "... Utilizing the provisions of House Bill 1280 as well as a trust document it will be possible for Pitkin County to assign certain water rights in its existing portfolio as well as any future acquired water rights through the Open Space and Trails or Healthy River funds to enhance the minimum stream flow in this particular reach of the Roaring Fork River. By enhancing the minimum stream flows in this reach of the Roaring Fork River, the last part of the river as it leaves Pitkin County, all other stream segments above this reach in the Roaring Fork and its tributaries will also be enhanced. The kayak course allows for the utilization of acquired rights in a way that will augment minimum stream flows throughout the Roaring Fork River while providing a recreational facility for valley residents." (Excerpt from John Ely, Pitkin County Attorney, memo to Pitkin County Open Space and Trails Board dated November 20, 2008 at page 4).

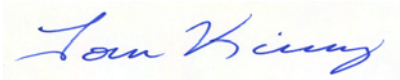
The Town of Basalt agrees with this objective so long as any use of Pitkin County's senior-priority water rights by the CWCB for instream flow purposes does not injure the Town in the exercise of its municipal water rights and operation of its augmentation plan.

5. The Town of Basalt supports the CWCB's acquisition of 4.3 cfs, absolute, Stapleton Brothers' Ditch water right pursuant to a perpetual loan from Pitkin County, but requests that the CWCB expressly condition any such approval of the acquisition such that this water right shall be used for instream flow purposes only upon entry of a final decree by the Water Court: (a) changing the use of this water right to include instream flow purposes; and, (b) incorporating restrictive conditions on the instream flow use of this water right protective of the Town of Basalt's exercise of its municipal water rights and operation of its augmentation plan.

Thank you for considering the Town of Basalt comments concerning acquisition of Pitkin County's 4.3 cfs, absolute, Stapleton Brothers' Ditch water right via perpetual loan for instream flow purposes.

Very truly yours,

HILL, KINNEY & WOOD, LLC



Tom Kinney

ec: John Ely, Pitkin County Attorney, johne@co.pitkin.co.us
Tim Beaton, Pitkin County water rights counsel, tbeaton@mwhw.com

Tab 14
EXHIBIT 2

See
Tab 12: Exhibit 7

Tab 14
EXHIBIT 3

See
Tab 12: Exhibit 1

Tab 14
EXHIBIT 4

See
Tab 12: Exhibit 4

Tab 14
EXHIBIT 5

See
Tab 12: Exhibit 5

Tab 14

EXHIBIT 6

Any exhibit identified by other parties

Tab 14
EXHIBIT 7

Any exhibit necessary
For rebuttal

Tab 15

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

Prehearing Statement of Basalt Water Conservancy District and Starwood Metropolitan District

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Basalt Water Conservancy District ("BWCD") and Starwood Metropolitan District ("SMD") (collectively the "Districts"), through counsel, present their prehearing statement pursuant to the revised Notice of Prehearing Conference and Deadlines for Submissions and Rule 5.n.(2) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program ("ISF Rules").

The purpose of the hearing is for the Colorado Water Conservation Board ("Board") to evaluate the appropriateness of the acquisition proposed by the Board of County Commissioners for Pitkin County ("Pitkin County") and to evaluate the extent to which the acquired water will provide flows to preserve or improve the natural environment to a reasonable degree. The factors to be considered in evaluating the proposed acquisition are set forth in Rule 6 of the ISF Rules.

Staff originally introduced the Stapleton Brothers' Ditch ("SBD") proposed donation to the Board at its January meeting, as set forth in the Staff Memorandum the Board dated January 20, 2009. Staff has identified three river segments to be benefited by the proposed donation: 1) Maroon Creek below the SBD headgate; 2) the Roaring Fork River immediately below its confluence with Maroon Creek and above the point where the SBD historical return flows accrued; and, 3) the Roaring Fork River immediately below the point where the SBD historical return flows accrued to its confluence with the Fryingpan River The Districts' primary concerns are with use of the proposed acquisition within this third segment.

I. Disputed Factual Issues and Districts' Positions

A. **The Environment to be Preserved. Districts' Position**: The CWCB has not demonstrated a need for additional water to preserve the natural environment. Under all identified historical flow conditions during the season when SBD historical consumptive use ("HCU") credits are legally and physically available, and including the drought water year 2002, adequate flow was available to satisfy the CWCB's 55 c.f.s. instream flow ("ISF") in the reach of the Roaring Fork River above its confluence with the Fryingpan River (the "Upper Reach"). Therefore, under all known historical conditions, the environment to be preserved was satisfied by the existing junior ISF right.

B. **The Environment to be Improved. Districts' Positions**: The CWCB has not established a need for the SBD proposed donation to improve the natural environment, nor has the CWCB demonstrated that the SBD proposed donation will improve the natural environment.

1) The maximum SBD HCU credit available for instream flow purposes under the proposed donation would be 0.52 c.f.s. in July.

2) The addition of legally and physically available SBD HCU credits to the 55 c.f.s. ISF in the Upper Reach will not measurably increase stream flow velocity, stream depth, or the river's wetted perimeter.

3) The environment to be improved, if defined as 55 c.f.s. in the Upper Reach, does not require improvement. See Position I.A above.

C. **Potential Material Injury to Existing Decreed Water Rights. Districts' Positions**:

1) **BWCD**. The increase in a legal call or delivery of CWCB water rights to a maximum of 55.52 c.f.s. in the Upper Reach, i.e. the addition of a maximum of 0.52 c.f.s. of SBD HCU credits to the 55 c.f.s. decreed ISF right, could injure BWCD's decreed exchanges of water from Green Mountain and Ruedi reservoirs into that reach of the river for augmentation of BWCD contractees' out-of-priority depletions. BWCD has contracts with approximately 119 primarily domestic water users in the Upper Reach, and their uses could be curtailed when BWCD or associated private exchanges are called out of priority for the delivery of the instream flow rights. The BWCD exchanges have priorities of 1987 and later, and have operated since 1982, when the District first began serving contractees under an approved substitute supply plan with water leased from Ruedi Reservoir. The CWCB's existing ISF right in the Upper Reach has a priority of 1985, and SBD water rights were decreed in 1933 with a date of appropriation of June 30, 1904. Consequently, a requirement that an additional 0.52 c.f.s. of SBD HCU credits be delivered through the BWCD's exchange reach without depletion by BWCDs' existing exchange rights would materially injure the BWCD by limiting the times when those exchanges can operate.

2) **SMD**: SMD is a metropolitan district organized to provide municipal services, including water service, to up to 125

residences near Aspen, Colorado. SMD also relies on a exchange in the Upper Reach to utilize Ruedi Reservoir releases pursuant to a contract with the Bureau of Reclamation for augmentation purposes. SMD's exchange was decreed in Case No. 92CW347 (Consolidated with Case No. 95CW302). Consequently, a requirement that an additional 0.52 c.f.s. of SBD HCU credits be delivered through the SMD's exchange reach without depletion by SMD existing exchange rights would materially injure the SMD by limiting the times when that exchange can operate. Finally, SMD has acquired 65 acre feet of SBD HCU to incorporate into its augmentation plan. The proposed donation could adversely impact SMD's ability to use its interest in the SBD for augmentation purposes.

D. **Natural Flow Regime. Districts' Position:** At the times when the BWCD and SMD exchanges identified in discussion of Issue II. C. above were appropriated, and also at the time when the CWCB's ISF was appropriated in 1985, the SBD water rights had been retired from irrigation use by the construction of the Pitkin County Airport and related dry up of the irrigated lands. The existing conditions then included the relinquishment of SBD water rights to the reach of the Roaring Fork River above its confluence of the Fryingpan River within which the identified BWCD and SMD exchanges operate. Therefore, the BWCD and SMD exchanges were appropriated based upon conditions under which water availability for the CWCB's decreed 55 c.f.s. ISF right were identified. Likewise, the CWCB's decreed 55 c.f.s ISF was appropriated under conditions when the 0.52 cfs SBD water was already in the river. Increasing the CWCB ISF deliveries through that reach to 55.52 c.f.s. is contrary to the historical river conditions that prevailed when the BWCD and SMD exchanges were appropriated, and when the 55.0 cfs ISF was appropriated as well.

E. **Effect on Colorado River Compact Entitlement. Districts' Position:** The SBD rights were decreed in 1933 with 1904 appropriation date. The SBD rights likely were in actual use as of the date of the 1922 Colorado River Compact and therefore qualify as so called "pre-compact" water rights that are not legally required to be curtailed by the State of Colorado water rights administration under the Colorado River Compact as long as they are applied to beneficial consumptive use. See C.R.S. § 37-61-101 Art. VIII. Conversion of the SBD rights to non-consumptive use would eliminate that pre-compact status.

F. **Effect on Maximum Utilization. Districts' Position:**

1) The SBD water rights are beneficiaries of the Green Mountain Reservoir "Historical Users' Pool" ("HUP")

provided they are applied to their decreed irrigation use. The conversion of the rights for non-consumptive instream flow use will eliminate the entitlement of the SBD water rights to HUP releases to satisfy more senior Colorado River rights, such as the irrigation and other rights that divert with senior priorities in the Grand Valley (the so-called "Cameo Call"). The Cameo Call historically has occurred from mid-July and through the duration of the irrigation season in October. Consequently, it is questionable whether SBD HCU credits used for non-consumptive instream flow rather than irrigation use without HUP protection would even be legally available for instream flow use during times of a Cameo Call.

2) As indicated in Section V. A. below, the Districts believe that it is undisputed that the SBD water rights have never called out other rights in order to make diversions for beneficial use. Consequently, in order for the SBD rights to produce additional flow to either preserve or improve any identified environment, they will have to be exercised in a manner so that the deliveries are protected from downstream diversions, therefore reducing the historical diversions by other existing rights. Presumably, rights diverted for beneficial consumptive use will have this water "shepherded" past their headgates, resulting in a need for them to call other upstream rights, resulting in a change of the historical call regime and the reduction of diversions for beneficial consumptive use in order to provide flow for non-consumptive use.

G. **Availability of Acquired Water for Subsequent Downstream Use. Districts' Position**: There is no market for the SBD HCU below the confluence of the Roaring Fork River with the Fryingpan River due to the availability of reliable and relatively inexpensive reservoir storage supply in Ruedi Reservoir. This condition is amplified further on the Colorado River by the availability of reliable and relatively inexpensive storage supply in Wolford Mountain Reservoir. If the CWCB facilitates the marketing of the SBD water rights below the confluence of the Roaring Fork and Colorado Rivers, it will be in competition with Wolford supplies that were developed with CWCB construction loans that are still in repayment.

In addition, the reach of the Roaring Fork River downstream from its confluence with the Fryingpan River to its confluence with the Colorado River is largely unadministered during the irrigation season. Consequently, there is no identifiable need for the use of the SBD HCU credits by users below the confluence of the Roaring Fork and Fryingpan rivers, either directly or by augmentation and exchange. The reach of the

Colorado River from its confluence with the Roaring Fork River to the Grand Valley likewise is predominantly impacted by senior water right diversions to which SBD HCU credits would not provide material benefit.

H. **Cost to Complete Transaction and Associated Costs. District's Position**: The CWCB staff, Pitkin County, the Colorado Water Trust, and the concerned parties, such as the Districts, have spent and will spend considerable time through personnel and consultants addressing disputed factual and legal issues, both in the preceding before the CWCB and a subsequent Water Court change of water rights application if the matter proceeds to that stage. The Districts are political subdivisions of the State of Colorado with limited budgets and with missions and programs primarily directed at providing water supplies to constituents and contractees within their boundaries and service areas. The diversion of the Districts' time and associated budget expenditures in this process has been and will continue to be considerable. The CWCB likewise has spent and will spend considerable staff time and associated costs in this transaction, budget expenditures that have been and will be diverted from the CWCB's other initiatives. The CWCB should consider whether these costs are justified in light of the benefit expected, and particularly in light of Pitkin County's right to terminate the CWCB's use of the subject water right 5 years after execution of the trust agreement.

II. Disputed Legal Issues and Districts' Positions

A. **Legality of Stacking of Acquired Right and Decreed ISFs. Districts' Positions**: Stacking is not legal under relevant statutes. Any increase in the amount of decreed ISFs must be accomplished by new, junior ISF appropriations. See C.R.S. § 37-92-102(4)(a). The use of acquired rights is subject to this provision. See C.R.S. § 37-92-102(4).

B. **Stacking of Acquired Rights and Decreed ISF and Seniors-First Administration. Districts' Position**: CWCB proposes to "stack" the acquired SBD water right on top of the decreed ISF, resulting in a maximum flow of 55.52 c.f.s. Relevant statute requires that ISFs, including acquired rights, be administered in priority. See C.R.S. § 37-92-102(3). Moreover, the Division of Water Resources has a policy to require that water rights held by the same owner decreed for the same purpose must be exercised in order of their priorities. Under such administration, the SBD water right arguably would need to be at the bottom of the stream, i.e. exercised first, with the junior 55 c.f.s. ISF called and stacked on top.

C. **Compact Entitlement. Districts' Position**: The loss of compact entitlement protection of the now pre-compact SBD water rights, as identified in Issue I. E. above, would be contrary to the CWCB's statutory purpose of "aiding in the protection and development of the waters of the state" pursuant to C.R.S. § 37-60-102 and the Board's statutory duty to

"foster and encourage water conservancy districts for the conservation, development, and utilization of the waters of Colorado" under C.R.S. § 37-60-106(1)(a).

D. **Standard for Determination of Potential Material Injury to Existing Water Rights. Districts' Position**: The use of the SBD water rights (both return flow and historical consumptive use portions), for protection or improvement of the natural environment is a change of water right. Junior water appropriators in the Roaring Fork River are entitled to maintenance of the conditions in the Roaring Fork and Colorado river systems that existed at the time of their appropriations. The SBD water rights cannot be changed for instream flow uses if the change will alter conditions in these rivers in a manner that injures the District's vested rights, including their rights in any return flows. Any change in the SBD water right that increases the frequency or duration of calls against the District's rights, whether from the SBD rights themselves, from the CWCB's other rights, or from any other senior rights, including the Cameo rights, is a material injury to the Districts. The CWCB must bear the burden of showing that no injurious affect will occur as a result of its proposed change of the SBD water right.

E. **Compliance with Colorado Statute Governing ISF Acquisition**

1) The CWCB's use of the subject water rights is subject to the limitations of C.R.S. § 37-92-102 (3)(b). In this instance, the CWCB is restricted from operating the subject rights in a manner that interferes with present uses or exchanges of water by other water uses, whether or not confirmed by court order. Both the Districts' exchanges and the CWCB's own 1985 ISF were appropriated under conditions that included the relinquishment of SBD water rights to the reach of the Roaring Fork River above its confluence of the Fryingpan River. The CWCB is prohibited from using the SBD water rights in this reach of the Roaring Fork River in any manner inconsistent with this historical condition, which includes double-counting water that was already in the river in 1985 in order to stack it on top of that existing 1985 ISF.

2) The statute, C.R.S. § 37-92-102 (3) allows CWCB to "acquire" water and water rights by "grant, purchase, donation, bequest, devise, lease, exchange or other contractual arrangement." Within the law of contracts, acquire means "to become owner of property; to make property one's own." BLACK'S LAW DICTIONARY 24 (6th ed. 1990). In the present instance, the CWCB is not being asked to acquire water rights within any common understanding of this word.

Instead, it is being asked to serve as a fiduciary obligated to the citizens of Pitkin County.

III. Witnesses

The Districts may call the following witnesses to provide testimony as indicated below:

A. R. Scott Fifer, Resource Engineering, 909 Colorado Avenue, Glenwood Springs, Colorado, 81601, 970-945-9777. Mr. Fifer will provide expert testimony regarding 1) BWCD's Upper Reach service area exchanges and contracts; 2) the potential effects of an increased ISF administered senior to BWCD exchanges on BWCD's ability to operate its exchanges and serve its numerous contractees, including material injury to BWCD and SMD water rights; and 3) the absence of actual protection or preservation of the natural environment through the acquisition and use of the SBD HCU credits as identified in Issues I. A and B above.

B. Eric Mangeot, Resource Engineering, 909 Colorado Avenue, Glenwood Springs, Colorado, 81601, 970-945-9777. Mr. Mangeot may testify to any or all of the matters for which Mr. Fifer has been identified.

C. Alan Martellaro, Division Engineer, and/or Kyle Whitaker, Assistant Division Engineer for Water District No. 5, P.O. Box 396, Glenwood Springs, Colorado 81602, 970-945-5665. Messrs. Martellaro or Whitaker will provide lay and expert testimony regarding 1) the Division of Water Resource's seniors-first water rights administration as identified in Issue II. A above; and 2) administration of the decreed 55 c.f.s. ISF in the Upper Reach and the SBD right.

D. Any witness endorsed by any other party.

E. Any witness necessary for rebuttal or impeachment.

IV. Exhibits

The Districts may present and request to introduce into the record the following documents served herewith:

A. Applications, Decrees and Contracts for Basalt Water Conservancy District's rights:

1) Case No. 87CW155
2) Case No. 93CW319
3) Case No.98CW26/98CW89
4) Case No.01CW305
5) Case No.02CW77

6) Case No.02CW78
7) Contract 2-07-70-W0546, Contract Between the United States and Basalt Water Conservancy District for Furnishing Water for Municipal, Domestic and Other Related Purposes from Ruedi Reservoir
8) Contract 009D6C0014, Ruedi Reservoir Round II Water Sales, Repayment Contract Between the United States and the Basalt Water Conservancy District
9) Contract 009D6C0014, Ruedi Reservoir Round II Water Sales, Repayment Contract Between the United States and the Basalt Water Conservancy District
10) Contract 8-07-60-W0727, Contract Between the United States and Basalt Water Conservancy District for Water Service from Green Mountain Reservoir

B. Application, Decrees and Contract for Starwood Metropolitan District's rights:

1) Decree in Case No. 92CW347 (Consolidated with Case No. 95CW302)
2) Application in Case No. 08CW184
3) Contract 009D6C0001, Ruedi Reservoir Round II Water Sales, Repayment Contract Between the United States and the Starwood Water District

C. List of BWCD Upper Reach Water Supply Contracts

D. Resource Engineering, Inc. Powerpoint Presentation Slides, July 2009

E. Documents regarding the Green Mountain Reservoir HUP:

1) Senate Document 80, 75th Congress, First Session (June 15, 1937).
2) Operating Policy for Green Mountain Reservoir, Colorado-Big Thompson Project, Colorado, 48 Federal Register No. 247 (December 22, 1983)

F. Documents relevant to the Upper Reach ISF and Administration:

1) Resource Engineering Memorandum to Dan Merriman, September 30, 2004, with 2002 DWR Diversion Records for Home Supply and Grace & Shehi ditches.
2) Resource Engineering Memorandum to File 033-8.9, February 6, 2004.
3) Resource Engineering Measurement Data, August 12, 2002.

G. Documents identified by CWCB or any other Party.

H. The record in this matter, including but not limited to any memoranda prepared by CWCB staff for the CWCB Board, and the minutes of any CWCB Board meeting where this matter was discussed.

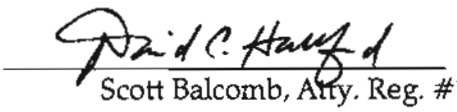
V. Proposed Stipulations

A. The Districts propose that the Parties can stipulate to the following matters, reserving the right to assert that the matters are not relevant in this proceeding:

1) The SBD rights are Green Mountain Reservoir HUP beneficiaries and pre-compact rights.
2) The BWCD decreed exchanges are junior to the SBD water rights.
3) The SBD water rights historically did not place a call to achieve diversions for beneficial use.
4) The SBD water rights have not been used for decreed irrigation since the airport property was developed in the early 1970's.
5) The SBD water rights were in the river when the CWCB appropriated its 1985 ISF right.
6) The Colorado River Water Conservation District has an outstanding loan with CWCB for construction of Wolford Mountain Reservoir.

B. Upon review of the Parties' prehearing statements, the Districts suggest that the Parties likely will be able to stipulate to areas of expertise of identified proposed expert witnesses. This matter can be addressed at the prehearing conference.

Dated this 26th day of August, 2009.



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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Prehearing Statement of Basalt Water Conservancy District and Starwood Metropolitan District** was served on this 26 day of August, 2009 upon the following via electronic mail.

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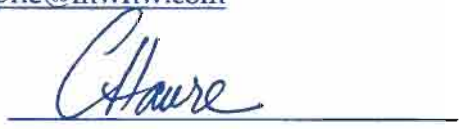


EXHIBIT 15A

EXHIBIT 15-A1

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 87 CW 155

COPY
Original Filed 11-17-98

Clerk
By _____ Deputy

SECOND AMENDED JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE BASALT WATER CONSERVANCY DISTRICT IN GARFIELD, PITKIN AND EAGLE COUNTIES

THIS MATTER, coming before the Court upon the Application for Alternate Points of Diversion and for Plan for Augmentation (hereafter, the "Application") of the Basalt Water Conservancy District, and the Court having considered the pleadings and evidence before it, including the Motion for Summary Judgment filed by the Applicant, hereby renders the following Judgment and Decree:

1. Application. The above-entitled Application was filed on July 7, 1987, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes, 1973, known as the Water Right Determination and Administration Act of 1969. The Applicant District was created on April 24, 1964 by the Garfield County District Court in Civil Action No. 5593 in order to secure dependable water supplies for users within the District boundaries. This Application was filed in order to gain judicial approval of the use of the District's water rights at various alternate points of diversion within the District and to augment all out-of-priority depletions at the subject alternate points of diversion.

2. Jurisdiction. Timely and adequate notice of the Application has been given in the manner prescribed by law and the Court has jurisdiction over the subject matter of this proceeding and over all who have standing to appear as parties, whether they have appeared or not.

3. Objectors. Timely statements of opposition were filed by the City of Aspen and the Board of County Commissioners of the County of Pitkin, State of Colorado ("Aspen"); Snowmass Water & Sanitation District ("Snowmass"); Southeastern Colorado Water Conservancy District ("Southeastern"); Union Oil Company of California ("Union"); and the United States of America ("USA"). No further statements of opposition have been filed and the time for filing such statements has expired.

4. Application for Alternate Points of Diversion. The Applicant is the owner of the Basalt Conduit water right and requests alternate points of diversion for the Basalt Conduit at the maximum diversion rates indicated for each structure identified in paragraphs 5 and 6A below. The Basalt Conduit is described as follows:

A. The Name of the Structure for Which Alternate Points of Diversion are Requested: The Basalt Conduit, decreed in Case No. W-4613 on June 20, 1958, by the Garfield County District Court.

B. The Source of the Water: The Frying Pan River, tributary to the Roaring Fork River, tributary to the Colorado River.

C. Appropriation Date: July 29, 1957

D. Amount: 450 cfs, conditional

E. Legal Description:

The original point of diversion of the Basalt Conduit, as decreed in Case No. W-4613, is located on the left side of the Frying Pan River in the NE 1/4 of the NW 1/4 of unsurveyed Section 18, T. 8 S., R. 84 W. of the 6th P.M. at the head of the outlet tube for Ruedi Reservoir whence the SW corner of Section 7, T. 8 S., R. 84 W. of the 6th P.M. bears N. 79°00' W., a distance of 2017.1 feet.

F. Use: Generation of electricity, irrigation, domestic, municipal, stockwatering, piscatorial and industrial.

5. Alternate Points of Diversion:

A. The proposed alternate points of diversion for the Basalt Conduit water right are described as follows:

1. Nelson Spring No. 1: Located in the SE 1/4, NE 1/4 of Section 35, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the E 1/4 corner of Section 35 bears S. 01°01'00" E. a distance of 873.50 feet.

(a) Previous Decrees: CA 5884
(b) Amount (cfs): 0.018

2. Nelson Spring No. 2: Located in the SE 1/4, NE 1/4 of Section 35, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the E 1/4 corner of Section 35 bears S. 00°43'00" E. a distance of 1529.40 feet.

(a) Previous Decrees: CA 5884
(b) Amount (cfs): 0.007

3. Scheweppe Well No. 1: Located in the SW 1/4, SW 1/4 of Section 30, T. 7 W., R. 85 W. of the 6th P.M. at a point whence the SW corner of Section 30 bears S. 86°36'43" W. a distance of 897.29 feet.

(a) Well Permit: 162387
(b) Previous Decrees: W-3837
(c) Amount (cfs): 0.033

4. Schweppe Well No. 2: Located in the SW 1/4, SW 1/4 of Section 30, T. 7 S., R. 85 W. of the 6th P.M. at a point whence the SW corner of Section 30 bears S. 65°40'59" W. a distance of 942.11 feet.

(a) Well Permit: 6053
(b) Previous Decrees: W-3838
(c) Amount (cfs): 0.033

5. Mid Valley Well No. 2: Located in the SW 1/4, SW 1/4 of Section 28, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the corner of Section 28 bears N. 02°38'12" E. a distance of 3,779.6 feet.

(a) Well Permit: 25703
(b) Previous Decree: W-1159
(c) Amount (cfs): 0.043

6. Sanders Well No. 1: Located in the NE 1/4, NE 1/4 of Section 9, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the NE corner of Section 9 bears N. 35°00'00" E. a distance of 1400.00 feet.

(a) Well Permit: Receipt No. 332570
(b) Amount (cfs): 0.033

7. Sanders Well No. 2: Located in the NE 1/4, NE 1/4 of Section 9, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the NE corner of Section 9 bears N. 33°00'00" E. a distance of 1120.00 feet.

(a) Well Permit: Receipt No. 332569
(b) Amount (cfs): 0.033

8. Mid Valley Metropolitan District Well No. 1: Located in the SE 1/4, SE 1/4 of Section 33, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the SE corner of Section 33 bears S. 34°59'31" E. a distance of 1120.656 feet.

(a) Well Permit: 27003-F/32116-F
(b) Previous Decrees: 85CW591
(c) Amount (cfs): 0.891

9. Mid Valley Metropolitan District Well No. 2: Located in the SE 1/4, SE 1/4 of Section 33, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the SE corner of Section 33 bears S. 26°33'54" E. a distance of 1118.034 feet.

(a) Well Permit: 27004-F
(b) Previous Decrees: 85CW591
(c) Amount (cfs): 0.223

10. Mid Valley Metropolitan District Well No. 3: Located in the SE 1/4, NW 1/4 of Section 11, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the NW corner of Section 11 bears N. 51°57'11" W. a distance of 2920.616 feet.

(a) Well Permit: 32117-F
(b) Previous Decrees: 85CW591
(c) Amount (cfs): 0.558

11. Kelso Ditch: Located in the NW 1/4, SE 1/4 of Section 27, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the E 1/4 corner of Section 27 bears N. 59°03'00" E. a distance of 1820.00 feet.

(a) Previous Decrees: CA 4613, W-816, W-1973, 79CW224
(b) Amount (cfs): 1.33

12. Hose Well: Located in the SW 1/4, SW 1/4 of Section 12, T. 8 S., R. 87 W. of the 6th P.M. at a point whence the SW corner of Section 12 bears S. 51°04'20" W. a distance of 1671.08 feet.

(a) Well Permit: 33491-F
(b) Amount (cfs): 0.033

13. Rancho Los Amigos Well No. 6: Located in the NE 1/4, SE 1/4 of Section 5, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 5 bears N. 10°17'00" E. a distance of 2844.00 feet.

(a) Well Permit: 40906-F
(b) Previous Decrees: W-3893, W-3873
(c) Amount (cfs): 0.67 cfs

14. Taylor Well: Located in the SW 1/4, NW 1/4 of Section 35, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the SW corner of Section 35 bears S. 20°51'16" W. a distance of 2247.22 feet.

(a) Well Permit: 118540-A
(b) Amount (cfs): 0.033

15. Red Hill Well #3: Located in the SW 1/4, NW 1/4 of Section 27, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the NW corner of Section 27 bears N. 30°57'50" W. a distance of 1749.29 feet.

(a) Well Permit: 29358-F
(b) Amount (cfs): 0.033

16. Dolores Well: Located in the SE 1/4, NW 1/4 of Section 25, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the SW corner of Section 25 bears S. 30°11'10" W. a distance of 3115.00 feet.

(a) Well Permit: 29708-F
(b) Amount (cfs) 0.067

17. Fiou # 1: Located in the NW 1/4, NE 1/4 of Section 18, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the NE corner of Section 18 bears N. 51°09'03" E. a distance of 1847.20 feet.

(a) Well Permit: 29812-F
(b) Amount (cfs): 0.050

18. Lot C Well: Located in the SE 1/4, SE 1/4 of Section 35, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the SE corner of Section 35 bears S. 58°51'40" E. a distance of 2804.02 feet.

(a) Well Permit: 30344-F
(b) Amount (cfs): 0.033

19. Lot A Well: Located in the SW 1/4, SE 1/4 of Section 35, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the SE corner of Section 35 bears S. 68°24'17" E. a distance of 2581.18 feet.

(a) Well Permit: 30343-F
(b) Amount (cfs): 0.033

20. Terliamis Well: Located in the NW 1/4, SE 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the SE corner of Section 1 bears S. 35°09'59" E. a distance of 2691.19 feet.

(a) Well Permit: 33633-F
(b) Amount (cfs): 0.067

21. Patrick Well: Located in the NE 1/4, SW 1/4 of Section 2, T. 8 S., R. 87 W. of the 6th P.M. at a point whence the SW corner of Section 2 bears S. 48°00'00" W. a distance of 2690.72 feet.

(a) Well Permit: 33379-F
(b) Amount (cfs): 0.033

22. Gibbons Well No. 1: Located in the NE 1/4, SE 1/4 of Section 26, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the SE corner of Section 26 bears S. 05°25'48" E. a distance of 2641.86 feet.

(a) Well Permit: 31155-F
(b) Amount (cfs): 0.033

23. Rudisch Irrigation Well: Located in the NE 1/4, NW 1/4 of Section 15, T. 9 S., R. 85 W. of the 6th P.M. at a point whence the NW corner of Section 15 bears N. 61°03'45" W. a distance of 2376.74 feet.

(a) Well Permit: 31410-F
(b) Amount (cfs): 0.10

24. Eash Well No. 1 a.k.a. COG Well No. 1. Located in the SW 14, SW 1/4 of Section 6, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the SW corner of Section 6 bears S. 22°00'00" W. a distance of 630.00 feet.

(a) Well Permit: Receipt No. 40831-F
(b) Amount (cfs): 0.07

25. Millenium Spring. Located in the SE 1/4, SW 1/4 of Section 4, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the S. 1/4 corner of Section 4 bears S. 73°08'10" E. a distance of 747.43 feet.

(a) Previous Decrees: W-375-76A
(b) Amount (cfs): 0.015

26. Roaring Fk. MHP Well 1: Located in the S ½ of Section 7, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the SE corner of Section 7 bears S. 82°55'39" E. a distance of 2030.45 feet.

(a) Well Permit: 23542-RF
(b) Previous Decrees: W-3530
(c) Amount (cfs): 0.022

27. Fiou-Myers Well No. 2. Located in the S ½ of Section 7, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the S 1/4 corner of Section 7 bears S. 50°33'30" W. a distance of 847.27 feet.

(a) Well Permit: 40097-F
(b) Previous Decrees: W-3531
(c) Amount (cfs): 0.022

6. Plan for Augmentation:

A. Depletions to Be Augmented:

Applicant requests approval of a plan for augmentation including exchange to augment out-of-priority depletions by the Basalt Conduit at the alternate points of diversion described in paragraph 5, above, as well as out-of-priority depletions at the following alternate points of diversion previously decreed for the Basalt Conduit:

1. Lions Ridge Well No. 2: Located in the NW 1/4, NE 1/4 of Section 31, T. 7 S., R. 87 W. of the 6th P.M. at a point whence the NW corner of Section 31 bears N. 74°06'47" W. a distance of 2805.43 feet.

(a) Well Permit: 24323-RF
(b) Previous Decrees: 79CW36, 79CW199, 82CW447
(c) Amount (af): 0.676

2. Alternate Div. #1: Located in the SE 1/4 of Section 35, T. 6 S., R. 89 W. of the 6th P.M. at a point whence the SE corner of Section 35 bears S. 60°43'00" E. a distance of 3224.10 feet.

(a) Previous Decrees: 80CW270
(b) Amount (af): 0.669

3. Heuschkel Well No. 1A: Located in the SE 1/4, SE 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the SE corner of Section 1 bears S. 43°24'32" E. a distance of 1273.28 feet.

(a) Well Permit : Receipt No. 40622-F
(b) Previous Decrees: 80CW256
(c) Amount (af): 0.889

4. Heuschkel Well No. 2: Located in the SW 1/4, SE 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the SE corner of Section 1 bears S. 64°17'24" E. a distance of 1498.33 feet.

(a) Well Permit: Receipt No. 40623-F
(b) Previous Decrees: 80CW256
(c) Amount (af): 0.889

5. Favre Well No. 1: Located in the SE 1/4, SW 1/4 of Section 2, T. 8 S., R. 87 W. of the 6th P.M. at a point whence the SW corner of Section 2 bears S. 74°30'00" W. a distance of 2320.00 feet.

(a) Well Permit: 26676-F
(b) Previous Decrees: 83CW23, CA5884
(c) Amount (af): 0.710

6. Krausch Subdivision Well No. 1: Located in the SW 1/4, SE 1/4 of Section 27, T. 7 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 27 bears N. 21°48'06" E. a distance of 4308.13 feet.

(a) Well Permit: Denial No. 12220
(b) Previous Decrees: 90CW065
(c) Amount (af): 1.128

7. Holy Cross Well: Located in the SE 1/4, NE 1/4 of Section 27, T. 6 S., R. 89 W. of the 6th P.M. at a point whence the E. 1/4 corner of Section 27 bears S. 13°49'22" E. a distance of 544.20 feet.

(a) Well Permit: 27744-F
(b) Previous Decrees: 81CW253
(c) Amount (af): 1.907

8. Well No. 1 Mate: Located in the NW 1/4, NW 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the NW corner of Section 1 bears N. 80°18'40" W. a distance of 2079.66 feet.

(a) Well Permit: 26675-F
(b) Previous Decrees: 83CW22
(c) Amount (af): 0.141

9. Lazy Glen Well: Located in the NW 1/4, SE 1/4 of Section 21, T. 8 S., R. 86 W. of the 6th P.M. at a point whence the SE corner of Section 21 bears S. 45°00'00" E. a distance of 1979.90 feet.

(a) Well Permit: 40382-F
(b) Previous Decrees: 81CW139
(c) Amount (af): 9.759

10. Mike's Well: Located in the NE 1/4, NW 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the NW corner of Section 1 bears N. 77°24'50" W. a distance of 1629.15 feet.

(a) Well Permit: 33734-F
(b) Previous Decrees: 84CW198
(c) Amount (af): 1.669

11. Hopkins Spring #1: Located in the SW 1/4, NW 1/4 of Section 22, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the SW corner of Section 22 bears S. 15°24'00" W. a distance of 3055.92 feet.

12. Hopkins Spring #2: Located in the NE 1/4, SW 1/4 of Section 22, T. 6 So., R. 88 W. of the 6th P.M. at a point whence the SW corner of Section 22 bears S. 49°36'00" W. a distance of 3159.58 feet.

13. Spring Valley Well No. 1: Located in the SW 1/4, NE 1/4 of Section 29, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 29 bears N. 45°00'00" E. a distance of 2800.00 feet.

14. Spring Valley Ranch Well No. 2: Located in the SW 1/4, NE 1/4 of Section 29, T. 6 S., R. 88 w. of the 6th P.M. at a point whence the NE corner of Section 29 bears N. 51°30'00" E. a distance of 2050.00 feet.

15. Spring Valley Ranch Well No. 3: Located in the SE 1/4, NW 1/4 of Section 29, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NW corner of Section 29 bears N. 60°01'06" W. a distance of 3001.67 feet.

16. S V H Well No. 5: Located in the SW 1/4, NE 1/4 of Section 29, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 29 bears N. 43°09'09" E. a distance of 2193.17 feet.

17. S V H Well No. 6: Located in the SW 1/4, NE 1/4 of Section 29, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 29 bears N. 47°29'22" E. a distance of 3255.76 feet.

18. S V H Well No. 7: Located in the NE 1/4, NE 1/4 of Section 29, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NE corner of Section 29 bears N. 56°18'36" E. a distance of 1442.22 feet.

19. S V H Well No. 8: Located in the NW 1/4, NW 1/4 of Section 27, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NW corner of Section 27 bears N. 41°11'09" W. a distance of 1063.02 feet.

20. S V H Well No. 9: Located in the NW 1/4, NW 1/4 of Section 27, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NW corner of Section 27 bears N. 43°40'04" W. a distance of 1520.69 feet.

21. S V H Well No. 10: Located in the SE 1/4, NW 1/4 of Section 27, T. 6 S., R. 88 W. of the 6th P.M. at a point whence the NW corner of Section 27 bears N. 44°05'26" W. a distance of 2227.67 feet.

The foregoing structure described in paragraphs 11 through 21 above were decreed as alternate points of diversion for the Basalt Conduit in Case No. 84CW212. The structures described in paragraphs 13-21, above, were denied well permits by the State Engineer and assigned Denial Nos. AD-12721 through 12729, inclusive.

22. Hue Mart Well: Located in the SE 1/4, NE 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the NE corner of Section 1 bears N. 17°16'06" E. a distance of 1752.46 feet.

(a) Well Permit: 28952-F
(b) Previous Decrees: 85CW274
(c) Amount (af): 0.673

23. Stauffer Well: Located in the NE 1/4, SE 1/4 of Section 1, T. 7 S., R. 89 W. of the 6th P.M. at a point whence the E. 1/4 corner of Section 1 bears N. 78°30'00" E. a distance of 298.00 feet.

(a) Well Permit: 28619-F
(b) Previous Decrees: 84CW667
(c) Amount (af): 0.016

B. Water Use Requirement. Applicant's maximum annual water requirement to meet its service obligation to its users at the alternate points of diversion described herein is 1,621 af. The individual water requirement for each user is described in Exhibit A, attached hereto. Applicant's maximum instantaneous direct flow demand is 13.34 cfs and is described by structure in Exhibit B, attached hereto. The use of the individual structures described in paragraphs 5 and 6A above will be limited to the amounts and uses described in Appendix 1, attached. In the event of any change in type or manner of use of a well, the user shall report such change to the Applicant in order that the corresponding augmentation requirement may be modified accordingly.

C. Consumptive Use. The total annual consumptive use associated with the diversions at the alternate points of diversion described herein is 392 af. The consumptive use associated with each alternate point of diversion is described in Exhibit C, attached hereto.

D. Delayed Stream Depletion. The amount of stream depletion will be calculated using delayed depletion factors and delayed return flow factors based on a Glover analysis of well

diversion. The wells are grouped in seven separate categories based on location and aquifer characteristics. A list of the well groupings is shown in Exhibits D-1. D-2 and D-3, attached. The monthly diversion rates used in the Glover analysis for each well group are shown in Exhibit E, attached. The monthly depletion factors and delayed return flow factors for each well group are shown in Exhibit F.

The Glover analysis was conducted using estimated diversion rates which were based on commonly accepted engineering practices and are believed to be reasonable. The aquifer characteristics used in the Glover analysis were based on well log information and best engineering judgment. The values used are believed to be conservative and any difference between assumed and real values will result in only insignificant changes in the depletion factors.

E. Accounting. Each well described in paragraphs 5 and 6A above shall be equipped with a totalizing flow meter to measure diversions. Each surface diversion shall be equipped with an appropriate measuring device approved by the Division Engineer. The Applicant shall account for diversions through each structure on a monthly basis to be reported to the Division 5 Engineer annually on or before November 15, utilizing the form attached hereto as Exhibit H-1 or such other form as the Division Engineer may reasonably require. For the first year of the plan, delayed stream depletions will be based on full development diversions as shown in Appendix 1. For each succeeding year the delayed stream depletions from well diversions will be calculated for each structure using the previous year's annual diversion multiplied by the monthly depletion factors from exhibit F, attached.

Annual return flows for each well will be calculated using the previous year's annual diversion multiplied by the return flow factors from Exhibit G, attached. Separate return flow factors are provided for (1) waste water treatment plan (WWTP), (2) septic tank/leach field system and (3) irrigation. Monthly distribution of return flow will be calculated as follows:

1. Return flows from waste water treatment plants will be returned to the stream in the same month as diversions.

2. Return flows from septic tanks/leachfields will be calculated by multiplying the annual return flow by the monthly depletion factors from Exhibit F, attached;

3. Irrigation return flows will be calculated by multiplying the annual return flow by the monthly depletion factors from Exhibit F, attached.

Total monthly stream depletion will be calculated by subtracting return flows from depletions on Exhibit H-2.

The monthly augmentation schedule for the upcoming year will be presented in Exhibit H-3 and will summarize the monthly stream depletions for each structure. The Division Engineer shall rely on stream flow measurement at the existing gauge on the Frying Pan River immediately downstream from the Ruedi Reservoir Dam near the decreed location of the Basalt Conduit to verify that the water diverted at the alternate points of diversion described in paragraph 5 and A above is available in priority at the Basalt Conduit, or alternatively, if not available, to order that augmentation releases be made from Ruedi Reservoir.

F. Water Rights to be Used for Augmentation. Applicant intends to divert water to supply the needs of its water allotment contractees pursuant to the decree for the Basalt Conduit, described above. Augmentation replacements shall be required whenever there is insufficient water available in priority to the Basalt Conduit at the originally decreed point of diversion. To augment the out-of-priority depletions associated with the use of the Basalt Conduit water right at the alternate points of diversion described herein, the Applicant proposes to utilize the following water right:

Name: Ruedi Reservoir

Previous Decree: Case No. 4613 entered June 20, 1958 in Garfield County District Court

Location: Ruedi Reservoir is located in parts of Secs. 7, 8, 9, 11, 14, 15, 16, 17 and 18, T. 8 S., R. 84 W. of the 6th P.M. in Pitkin and Eagle Counties. The dam thereof is located in the NW1/4 of Sec. 18, T. 8 S., R. 84 W., 6th P.M., its exact location being described as follows:

The initial point of survey of said dam is on the right abutment thereof at a point whence the SW corner of Sec. 7, T. 8 S., R. 84 W., 6th P.M. bears N. 68°58' at a distance of 1126 feet.

Source: Frying Pan River

Use: The generation of electricity, irrigation, domestic, municipal, stock watering, piscatorial and industrial

Pursuant to the terms of its contract with the U.S. Bureau of Reclamation dated May 13, 1982, Applicant is entitled to the release of up to 500 af annually from Ruedi Reservoir. Applicant has pending a request for an additional 3,000 af of storage water from Ruedi Reservoir.

The precise timing of augmentation releases shall be subject to administration by the Division Engineer for Water Division No. 5. The applicant shall arrange for the release of Ruedi

Reservoir water on at least a monthly basis to replace any out-of-priority depletions from the structures covered by this plan.

G. Priority Date. Applicant seeks a July 7, 1989 priority date in connection with subject plan for augmentation and exchange.

H. Approval. Since the operation of the subject plan for augmentation including exchange provides for the replacement of all out-of-priority depletions, the Court finds that there will be no injury to any vested water rights or decreed conditional water rights by operation of the subject plan for augmentation. Accordingly, the Court finds that the plan for augmentation including exchange as described herein should be approved; provided, however, that this shall not limit the court in making any subsequent revisions pursuant to paragraph 10, below.

7. Depletion and Return Flow Factors: For each new well drilled under this plan, the applicant shall provide a copy of the well drilling log and pumping test results to the Division Engineer with the annual report required by this decree. The Court retains jurisdiction to adjust the depletion and return flow factors in Exhibit F, and the boundaries of the well groups in that exhibit, based upon the well logs and pumping tests of such newly drilled wells.

8. Stipulations:

A. In settlement of the objections of the City of Aspen and Pitkin County, and in consideration for the withdrawal of their statements of opposition, Applicant agrees as follows:

1. Use of the Basalt Conduit shall be subject to the Operating Principles for the Frying Pan-Arkansas Project, and

2. Use of the Basalt Conduit shall be subject to the terms of the Stipulation entered into between Applicant and Pitkin County in Case No. 81CW253, Water Division No. 5.

B. In settlement of the objections of the Snowmass Water and Sanitation District and in consideration for the withdrawal of its statement of opposition, Applicant agrees that all water service provided by Applicant shall be limited to the amount of water available in priority at the original point of diversion for the Basalt Conduit, as conditionally decreed in Civil Action No. 4613, Garfield County District Court on August 3, 1959, and Applicant may not cal on any greater amount

at the new point of diversion. Applicant shall request the State Engineer to estimate any conveyance losses between this original point and any alternate point and such estimate shall be deducted from this amount in each case. Applicant may call on any additional sources of supply that may be available at an alternate point of diversion, but not at the original point of diversion, only as against water rights which are junior to the date of application for the alternate point of diversion.

C. In settlement of the objections of the United States of America and in consideration for the withdrawal of its statement of opposition, Applicant agrees that the Nelson Spring Nos. 1 and 2, identified in paragraphs 5.A.1. and 2 above are junior in priority to any water right decreed to the United States for the Favre Spring for .007 cfs or less with an April 17, 1926 appropriation date.

9. Well Permits. The State Engineer, having denied applications for well permits for the Krausch Subdivision Well No. 1, the Spring Valley Ranch Wells numbered 1-3 and the SVH wells numbered 5-10, is hereby directed to review and approve any future applications for said wells which are submitted in compliance with the terms and conditions of this decree and §37-90-137(2), C.R.S. 1973 (1990 Repl. Vol.).

10. Retained Jurisdiction: This Court shall retain jurisdiction over this case pursuant to §37-92-304(6), C.R.S. 1973 (1990 Repl. Vol.), for reconsideration of injury to the vested rights of others for a period of three years from the date 100% of the wells described in paragraphs 5 and 6A, above, are either applied to beneficial use as claimed herein or abandoned. Any party desiring the Court to reconsider the question of injury must file a verified petition setting forth the facts that cause such injury and the claimed injury.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that (i) the application for alternate points of diversion for the Basalt Conduit, more particularly described in paragraphs 4 and 5 above, is hereby granted with diversions at the alternate points having a July 29, 1957 appropriation date (as decreed June 20, 1958); and (ii) the plan for augmentation described in paragraph 6, above, is approved.

It is accordingly ORDERED that this Judgment and Decree shall be filed with the Water Clerk and shall become effective as the Court's final Judgment and Decree in this case upon such filing, subject only to the Court's retained jurisdiction as provided herein.

It is further ORDERED that a copy of this Judgment and decree shall be filed with the appropriate Division Engineer and the State Engineer.

Dated this 14th day of December, 1995.

BY THE COURT:

Thomas W. Ossola
Water Judge, Water Division 5

Copy of the foregoing mailed to all Water and 12-15-95
D. Jordan
Balcomb Mueller
Kerst Holme
Beaton Freeman
Johnson

APPENDIX

I

WATER USE REQUIREMENTS

DISTRICT WATER USERS

BASALT WATER CONSERVANCY DISTRICT

Water User : Michelle Balcomb

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.038	0.000	0.000	0.000	0.000	0.038	0.006	0.000	0.000	0.000	0.000	0.006
February	0.034	0.000	0.000	0.000	0.000	0.034	0.005	0.000	0.000	0.000	0.000	0.005
March	0.038	0.000	0.000	0.000	0.000	0.038	0.006	0.000	0.000	0.000	0.000	0.006
April	0.037	0.000	0.127	0.000	0.000	0.164	0.006	0.000	0.095	0.000	0.000	0.106
May	0.038	0.000	0.532	0.000	0.000	0.570	0.006	0.000	0.399	0.000	0.000	0.425
June	0.037	0.000	0.649	0.000	0.000	0.686	0.006	0.000	0.487	0.000	0.000	0.517
July	0.038	0.000	0.625	0.000	0.000	0.663	0.006	0.000	0.468	0.000	0.000	0.498
August	0.038	0.000	0.413	0.000	0.000	0.452	0.006	0.000	0.310	0.000	0.000	0.332
September	0.037	0.000	0.350	0.000	0.000	0.387	0.006	0.000	0.263	0.000	0.000	0.282
October	0.038	0.000	0.139	0.000	0.000	0.177	0.006	0.000	0.104	0.000	0.000	0.115
November	0.037	0.000	0.000	0.000	0.000	0.037	0.006	0.000	0.000	0.000	0.000	0.006
December	0.038	0.000	0.000	0.000	0.000	0.038	0.006	0.000	0.000	0.000	0.000	0.006
TOTALS ----->	0.448	0.000	2.835	0.000	0.000	3.283	0.067	0.000	2.126	0.000	0.000	2.303

(1) # of Residences 1
persons/residence 5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 43560
Lawn Application Rate (af/ac) 2.853

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.140

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Walter Bell (Schueppe Trustee) - Residences

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	0.053	0.085	0.000	0.000	0.000	0.138	0.008	0.013	0.000	0.000	0.000	0.022
February	0.048	0.077	0.000	0.000	0.000	0.125	0.007	0.012	0.000	0.000	0.000	0.020
March	0.053	0.085	0.000	0.000	0.000	0.138	0.008	0.013	0.000	0.000	0.000	0.022
April	0.052	0.082	0.011	0.000	0.000	0.145	0.008	0.012	0.009	0.000	0.000	0.030
May	0.053	0.085	0.059	0.000	0.000	0.197	0.008	0.013	0.044	0.000	0.000	0.066
June	0.052	0.082	0.074	0.000	0.000	0.208	0.008	0.012	0.055	0.000	0.000	0.079
July	0.053	0.085	0.070	0.000	0.000	0.209	0.008	0.013	0.053	0.000	0.000	0.077
August	0.053	0.085	0.046	0.000	0.000	0.184	0.008	0.013	0.035	0.000	0.000	0.058
September	0.052	0.082	0.039	0.000	0.000	0.173	0.008	0.012	0.029	0.000	0.000	0.052
October	0.053	0.085	0.014	0.000	0.000	0.152	0.008	0.013	0.010	0.000	0.000	0.033
November	0.052	0.082	0.000	0.000	0.000	0.134	0.008	0.012	0.000	0.000	0.000	0.021
December	0.053	0.085	0.000	0.000	0.000	0.138	0.008	0.013	0.000	0.000	0.000	0.022
TOTALS ----->	0.627	1.000	0.314	0.000	0.000	1.941	0.094	0.150	0.236	0.000	0.000	0.504

(1) # of Residences 2
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 1.000

(3) Sq. Ft. of Lawn Irrigated 5000
Lawn Application Rate (af/ac) 2.743

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.057

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6300

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Jean and Dee Blue Lot # 1
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
February	0.024	0.000	0.000	0.000	0.000	0.024	0.004	0.000	0.000	0.000	0.000	0.004
March	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
April	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
May	0.027	0.000	0.021	0.000	0.000	0.048	0.004	0.000	0.016	0.000	0.000	0.021
June	0.026	0.000	0.033	0.000	0.000	0.059	0.004	0.000	0.025	0.000	0.000	0.030
July	0.027	0.000	0.031	0.000	0.000	0.057	0.004	0.000	0.023	0.000	0.000	0.028
August	0.027	0.000	0.019	0.000	0.000	0.045	0.004	0.000	0.014	0.000	0.000	0.019
September	0.026	0.000	0.016	0.000	0.000	0.042	0.004	0.000	0.012	0.000	0.000	0.017
October	0.027	0.000	0.002	0.000	0.000	0.028	0.004	0.000	0.001	0.000	0.000	0.006
November	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
December	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.314	0.000	0.122	0.000	0.000	0.436	0.047	0.000	0.091	0.000	0.000	0.145

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. ft. of Lawn Irrigated 2500
Lawn Application Rate (af/ac) 2.120

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.590

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 8000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Jean and Dee Blue Lot # 2

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
February	0.024	0.000	0.000	0.000	0.000	0.024	0.004	0.000	0.000	0.000	0.000	0.004
March	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
April	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
May	0.027	0.000	0.021	0.000	0.000	0.048	0.004	0.000	0.016	0.000	0.000	0.021
June	0.026	0.000	0.033	0.000	0.000	0.059	0.004	0.000	0.025	0.000	0.000	0.030
July	0.027	0.000	0.031	0.000	0.000	0.057	0.004	0.000	0.023	0.000	0.000	0.028
August	0.027	0.000	0.019	0.000	0.000	0.045	0.004	0.000	0.014	0.000	0.000	0.019
September	0.026	0.000	0.016	0.000	0.000	0.042	0.004	0.000	0.012	0.000	0.000	0.017
October	0.027	0.000	0.002	0.000	0.000	0.028	0.004	0.000	0.001	0.000	0.000	0.006
November	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
December	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.314	0.000	0.122	0.000	0.000	0.436	0.047	0.000	0.091	0.000	0.000	0.145

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 2500
Lawn Application Rate (af/ac) 2.120

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.590

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 8000

* (12) Total Includes 5% Transit Loss

Water User : Glen Eash
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.046	0.000	0.000	0.000	0.046	0.000	0.007	0.000	0.000	0.000	0.007
February	0.000	0.041	0.000	0.000	0.000	0.041	0.000	0.006	0.000	0.000	0.000	0.007
March	0.000	0.046	0.000	0.000	0.000	0.046	0.000	0.007	0.000	0.000	0.000	0.007
April	0.000	0.044	0.075	0.000	0.000	0.119	0.000	0.007	0.056	0.000	0.000	0.066
May	0.000	0.046	0.319	0.000	0.000	0.364	0.000	0.007	0.239	0.000	0.000	0.258
June	0.000	0.044	0.389	0.000	0.000	0.433	0.000	0.007	0.292	0.000	0.000	0.313
July	0.000	0.046	0.374	0.000	0.000	0.420	0.000	0.007	0.281	0.000	0.000	0.302
August	0.000	0.046	0.248	0.000	0.000	0.293	0.000	0.007	0.186	0.000	0.000	0.202
September	0.000	0.044	0.210	0.000	0.000	0.254	0.000	0.007	0.157	0.000	0.000	0.172
October	0.000	0.046	0.083	0.000	0.000	0.128	0.000	0.007	0.062	0.000	0.000	0.072
November	0.000	0.044	0.000	0.000	0.000	0.044	0.000	0.007	0.000	0.000	0.000	0.007
December	0.000	0.046	0.000	0.000	0.000	0.046	0.000	0.007	0.000	0.000	0.000	0.007
TOTALS ----->	0.000	0.538	1.697	0.000	0.000	2.235	0.000	0.081	1.273	0.000	0.000	1.421

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 0.538
Commercial Trade Center

(3) Sq. Ft. of Lawn Irrigated 26136
Lawn Application Rate (af/ac) 2.846

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.135

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6020

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Vinance and Palmira Favre

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.010	0.037	0.004	0.000	0.000	0.000	0.010	0.015
February	0.024	0.000	0.000	0.000	0.009	0.034	0.004	0.000	0.000	0.000	0.009	0.014
March	0.027	0.000	0.000	0.000	0.010	0.037	0.004	0.000	0.000	0.000	0.010	0.015
April	0.026	0.000	0.029	0.000	0.010	0.065	0.004	0.000	0.022	0.000	0.010	0.038
May	0.027	0.000	0.195	0.000	0.010	0.232	0.004	0.000	0.146	0.000	0.010	0.169
June	0.026	0.000	0.248	0.000	0.010	0.284	0.004	0.000	0.186	0.000	0.010	0.210
July	0.027	0.000	0.235	0.000	0.010	0.272	0.004	0.000	0.176	0.000	0.010	0.200
August	0.027	0.000	0.152	0.000	0.010	0.189	0.004	0.000	0.114	0.000	0.010	0.135
September	0.026	0.000	0.129	0.000	0.010	0.165	0.004	0.000	0.097	0.000	0.010	0.116
October	0.027	0.000	0.040	0.000	0.010	0.077	0.004	0.000	0.030	0.000	0.010	0.046
November	0.026	0.000	0.000	0.000	0.010	0.036	0.004	0.000	0.000	0.000	0.010	0.015
December	0.027	0.000	0.000	0.000	0.010	0.037	0.004	0.000	0.000	0.000	0.010	0.015
TOTALS ---->	0.314	0.000	1.029	0.000	0.123	1.466	0.047	0.000	0.772	0.000	0.123	0.989

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 17000
Lawn Application Rate (af/ac) 2.633

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 10

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.975

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6600

* (12) Total Includes 5% Transit Loss

Water User : James Gibbons
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
February	0.024	0.000	0.000	0.000	0.000	0.024	0.004	0.000	0.000	0.000	0.000	0.004
March	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
April	0.026	0.000	0.003	0.000	0.000	0.028	0.004	0.000	0.002	0.000	0.000	0.006
May	0.027	0.000	0.027	0.000	0.000	0.054	0.004	0.000	0.021	0.000	0.000	0.026
June	0.026	0.000	0.036	0.000	0.000	0.062	0.004	0.000	0.027	0.000	0.000	0.032
July	0.027	0.000	0.034	0.000	0.000	0.060	0.004	0.000	0.025	0.000	0.000	0.031
August	0.027	0.000	0.021	0.000	0.000	0.048	0.004	0.000	0.016	0.000	0.000	0.021
September	0.026	0.000	0.018	0.000	0.000	0.044	0.004	0.000	0.014	0.000	0.000	0.018
October	0.027	0.000	0.005	0.000	0.000	0.031	0.004	0.000	0.003	0.000	0.000	0.008
November	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
December	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.314	0.000	0.144	0.000	0.000	0.457	0.047	0.000	0.108	0.000	0.000	0.162

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 2500
Lawn Application Rate (af/ac) 2.487

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.865

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

WATER REQUIREMENTS
(acre feet)

Water User : Karen Groom Harris Lot C
Analysis Date : Jul-86

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
February	0.024	0.000	0.000	0.000	0.008	0.032	0.024	0.000	0.000	0.000	0.008	0.033
March	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
April	0.026	0.000	0.000	0.000	0.008	0.034	0.026	0.000	0.000	0.000	0.008	0.036
May	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
June	0.026	0.000	0.000	0.000	0.008	0.034	0.026	0.000	0.000	0.000	0.008	0.036
July	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
August	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
September	0.026	0.000	0.000	0.000	0.008	0.034	0.026	0.000	0.000	0.000	0.008	0.036
October	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
November	0.026	0.000	0.000	0.000	0.008	0.034	0.026	0.000	0.000	0.000	0.008	0.036
December	0.027	0.000	0.000	0.000	0.008	0.035	0.027	0.000	0.000	0.000	0.008	0.037
TOTALS ----->	0.314	0.000	0.000	0.000	0.099	0.412	0.314	0.000	0.000	0.000	0.099	0.433

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 8

(7) % CU for Domestic/Commercial 100

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6200

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Karen Groom Harris Lot A

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
February	0.024	0.000	0.000	0.000	0.004	0.028	0.024	0.000	0.000	0.000	0.004	0.029
March	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
April	0.026	0.000	0.000	0.000	0.004	0.030	0.026	0.000	0.000	0.000	0.004	0.031
May	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
June	0.026	0.000	0.000	0.000	0.004	0.030	0.026	0.000	0.000	0.000	0.004	0.031
July	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
August	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
September	0.026	0.000	0.000	0.000	0.004	0.030	0.026	0.000	0.000	0.000	0.004	0.031
October	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
November	0.026	0.000	0.000	0.000	0.004	0.030	0.026	0.000	0.000	0.000	0.004	0.031
December	0.027	0.000	0.000	0.000	0.004	0.031	0.027	0.000	0.000	0.000	0.004	0.032
TOTALS ----->	0.314	0.000	0.000	0.000	0.049	0.363	0.314	0.000	0.000	0.000	0.049	0.381

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 4

(7) % CU for Domestic/Commercial 100

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6200

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Austin Heuschkel
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
February	1.939	0.000	0.000	0.000	0.000	1.939	0.097	0.000	0.000	0.000	0.000	0.102
March	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
April	2.077	0.000	0.000	0.000	0.000	2.077	0.104	0.000	0.000	0.000	0.000	0.109
May	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
June	2.077	0.000	0.000	0.000	0.000	2.077	0.104	0.000	0.000	0.000	0.000	0.109
July	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
August	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
September	2.077	0.000	0.000	0.000	0.000	2.077	0.104	0.000	0.000	0.000	0.000	0.109
October	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
November	2.077	0.000	0.000	0.000	0.000	2.077	0.104	0.000	0.000	0.000	0.000	0.109
December	2.146	0.000	0.000	0.000	0.000	2.146	0.107	0.000	0.000	0.000	0.000	0.113
TOTALS ----->	25.272	0.000	0.000	0.000	0.000	25.272	1.264	0.000	0.000	0.000	0.000	1.327

(1) # of Residences 94
persons/residence 3
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Holy Cross Electric Association

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

	Total Demand						Consumptive Use					
Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.216	0.000	0.000	0.000	0.216	0.000	0.032	0.000	0.000	0.000	0.034
February	0.000	0.195	0.000	0.000	0.000	0.195	0.000	0.029	0.000	0.000	0.000	0.031
March	0.000	0.216	0.000	0.000	0.000	0.216	0.000	0.032	0.000	0.000	0.000	0.034
April	0.000	0.209	0.136	0.000	0.000	0.345	0.000	0.031	0.102	0.000	0.000	0.140
May	0.000	0.216	0.537	0.000	0.000	0.752	0.000	0.032	0.403	0.000	0.000	0.457
June	0.000	0.209	0.650	0.000	0.000	0.859	0.000	0.031	0.488	0.000	0.000	0.545
July	0.000	0.216	0.628	0.000	0.000	0.843	0.000	0.032	0.471	0.000	0.000	0.528
August	0.000	0.216	0.417	0.000	0.000	0.633	0.000	0.032	0.313	0.000	0.000	0.363
September	0.000	0.209	0.353	0.000	0.000	0.562	0.000	0.031	0.265	0.000	0.000	0.311
October	0.000	0.216	0.146	0.000	0.000	0.361	0.000	0.032	0.109	0.000	0.000	0.149
November	0.000	0.209	0.000	0.000	0.000	0.209	0.000	0.031	0.000	0.000	0.000	0.033
December	0.000	0.216	0.000	0.000	0.000	0.216	0.000	0.032	0.000	0.000	0.000	0.034
TOTALS ---->	0.000	2.538	2.868	0.000	0.000	5.406	0.000	0.381	2.151	0.000	0.000	2.658

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 2.538

(3) Sq. Ft. of Lawn Irrigated 43560
Lawn Application Rate (af/ac) 2.690

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.168

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 5900

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Don Nose
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.053	0.000	0.000	0.000	0.002	0.055	0.008	0.000	0.000	0.000	0.002	0.011
February	0.048	0.000	0.000	0.000	0.002	0.050	0.007	0.000	0.000	0.000	0.002	0.010
March	0.053	0.000	0.000	0.000	0.002	0.055	0.008	0.000	0.000	0.000	0.002	0.011
April	0.052	0.000	0.005	0.000	0.002	0.059	0.008	0.000	0.004	0.000	0.002	0.014
May	0.053	0.000	0.033	0.000	0.002	0.088	0.008	0.000	0.024	0.000	0.002	0.036
June	0.052	0.000	0.041	0.000	0.002	0.095	0.008	0.000	0.031	0.000	0.002	0.043
July	0.053	0.000	0.039	0.000	0.002	0.094	0.008	0.000	0.029	0.000	0.002	0.041
August	0.053	0.000	0.025	0.000	0.002	0.081	0.008	0.000	0.019	0.000	0.002	0.030
September	0.052	0.000	0.021	0.000	0.002	0.075	0.008	0.000	0.016	0.000	0.002	0.027
October	0.053	0.000	0.007	0.000	0.002	0.062	0.008	0.000	0.005	0.000	0.002	0.016
November	0.052	0.000	0.000	0.000	0.002	0.054	0.008	0.000	0.000	0.000	0.002	0.010
December	0.053	0.000	0.000	0.000	0.002	0.055	0.008	0.000	0.000	0.000	0.002	0.011
TOTALS ------>	0.627	0.000	0.172	0.000	0.025	0.824	0.094	0.000	0.129	0.000	0.025	0.260

(1) # of Residences 2
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 2800
Lawn Application Rate (af/ac) 2.670

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 2

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.003

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6500

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Dr. Wheeler Hubbell
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
February	0.024	0.000	0.000	0.000	0.000	0.024	0.004	0.000	0.000	0.000	0.000	0.004
March	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
April	0.026	0.000	0.029	0.000	0.000	0.055	0.004	0.000	0.022	0.000	0.000	0.027
May	0.027	0.000	0.129	0.000	0.000	0.156	0.004	0.000	0.097	0.000	0.000	0.106
June	0.026	0.000	0.159	0.000	0.000	0.184	0.004	0.000	0.119	0.000	0.000	0.129
July	0.027	0.000	0.152	0.000	0.000	0.179	0.004	0.000	0.114	0.000	0.000	0.124
August	0.027	0.000	0.100	0.000	0.000	0.127	0.004	0.000	0.075	0.000	0.000	0.083
September	0.026	0.000	0.085	0.000	0.000	0.111	0.004	0.000	0.064	0.000	0.000	0.071
October	0.027	0.000	0.032	0.000	0.000	0.059	0.004	0.000	0.024	0.000	0.000	0.030
November	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
December	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.314	0.000	0.686	0.000	0.000	1.000	0.047	0.000	0.515	0.000	0.000	0.590

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 10670
Lawn Application Rate (af/ac) 2.817

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.113

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6100

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Hunter & Gelineau
Analysis Date : Nov-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
February	0.024	0.000	0.000	0.000	0.000	0.024	0.004	0.000	0.000	0.000	0.000	0.004
March	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
April	0.026	0.000	0.003	0.000	0.000	0.029	0.004	0.000	0.003	0.000	0.000	0.007
May	0.027	0.000	0.054	0.000	0.000	0.080	0.004	0.000	0.040	0.000	0.000	0.046
June	0.026	0.000	0.071	0.000	0.000	0.097	0.004	0.000	0.053	0.000	0.000	0.060
July	0.027	0.000	0.066	0.000	0.000	0.093	0.004	0.000	0.050	0.000	0.000	0.056
August	0.027	0.000	0.042	0.000	0.000	0.068	0.004	0.000	0.031	0.000	0.000	0.037
September	0.026	0.000	0.036	0.000	0.000	0.061	0.004	0.000	0.027	0.000	0.000	0.032
October	0.027	0.000	0.008	0.000	0.000	0.035	0.004	0.000	0.006	0.000	0.000	0.010
November	0.026	0.000	0.000	0.000	0.000	0.026	0.004	0.000	0.000	0.000	0.000	0.004
December	0.027	0.000	0.000	0.000	0.000	0.027	0.004	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.314	0.000	0.279	0.000	0.000	0.593	0.047	0.000	0.210	0.000	0.000	0.269

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. ft. of Lawn Irrigated 5000
Lawn Application Rate (af/ac) 2.413

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.810

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7200

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Arthur R. Jones III

Analysis Date : Nov-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.061	0.000	0.000	0.000	0.000	0.061	0.009	0.000	0.000	0.000	0.000	0.010
February	0.055	0.000	0.000	0.000	0.000	0.055	0.008	0.000	0.000	0.000	0.000	0.009
March	0.061	0.000	0.000	0.000	0.000	0.061	0.009	0.000	0.000	0.000	0.000	0.010
April	0.059	0.000	0.046	0.000	0.000	0.105	0.009	0.000	0.034	0.000	0.000	0.045
May	0.061	0.000	0.206	0.000	0.000	0.266	0.009	0.000	0.154	0.000	0.000	0.171
June	0.059	0.000	0.253	0.000	0.000	0.312	0.009	0.000	0.189	0.000	0.000	0.208
July	0.061	0.000	0.242	0.000	0.000	0.303	0.009	0.000	0.182	0.000	0.000	0.201
August	0.061	0.000	0.160	0.000	0.000	0.221	0.009	0.000	0.120	0.000	0.000	0.135
September	0.059	0.000	0.136	0.000	0.000	0.194	0.009	0.000	0.102	0.000	0.000	0.116
October	0.061	0.000	0.052	0.000	0.000	0.113	0.009	0.000	0.039	0.000	0.000	0.050
November	0.059	0.000	0.000	0.000	0.000	0.059	0.009	0.000	0.000	0.000	0.000	0.009
December	0.061	0.000	0.000	0.000	0.000	0.061	0.009	0.000	0.000	0.000	0.000	0.010
TOTALS ----->	0.717	0.000	1.093	0.000	0.000	1.810	0.108	0.000	0.820	0.000	0.000	0.974

(1) # of Residences 2
persons/residence 4
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 17000
Lawn Application Rate (af/ac) 2.817

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.113

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6100

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Iron Mountain Condominium Association
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.091	0.000	0.000	0.000	0.000	0.091	0.014	0.000	0.000	0.000	0.000	0.014
February	0.082	0.000	0.000	0.000	0.000	0.082	0.012	0.000	0.000	0.000	0.000	0.013
March	0.091	0.000	0.000	0.000	0.000	0.091	0.014	0.000	0.000	0.000	0.000	0.014
April	0.088	0.000	0.002	0.000	0.000	0.091	0.013	0.000	0.002	0.000	0.000	0.016
May	0.091	0.000	0.010	0.000	0.000	0.101	0.014	0.000	0.007	0.000	0.000	0.022
June	0.088	0.000	0.012	0.000	0.000	0.100	0.013	0.000	0.009	0.000	0.000	0.023
July	0.091	0.000	0.011	0.000	0.000	0.103	0.014	0.000	0.009	0.000	0.000	0.023
August	0.091	0.000	0.008	0.000	0.000	0.099	0.014	0.000	0.006	0.000	0.000	0.020
September	0.088	0.000	0.006	0.000	0.000	0.095	0.013	0.000	0.005	0.000	0.000	0.019
October	0.091	0.000	0.003	0.000	0.000	0.094	0.014	0.000	0.002	0.000	0.000	0.016
November	0.088	0.000	0.000	0.000	0.000	0.088	0.013	0.000	0.000	0.000	0.000	0.014
December	0.091	0.000	0.000	0.000	0.000	0.091	0.014	0.000	0.000	0.000	0.000	0.014
TOTALS ----->	1.075	0.000	0.052	0.000	0.000	1.127	0.161	0.000	0.039	0.000	0.000	0.210

(1) # of Residences 4
persons/residence 3
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 800
Lawn Application Rate (af/ac) 2.853

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.140

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Lazy Glen Mobile Home Park
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	2.664	0.000	0.000	0.000	0.000	2.664	0.400	0.000	0.000	0.000	0.000	0.420
February	2.406	0.000	0.000	0.000	0.000	2.406	0.361	0.000	0.000	0.000	0.000	0.379
March	2.664	0.000	0.000	0.000	0.000	2.664	0.400	0.000	0.000	0.000	0.000	0.420
April	2.578	0.000	0.140	0.000	0.000	2.718	0.387	0.000	0.105	0.000	0.000	0.516
May	2.664	0.000	2.147	0.000	0.000	4.810	0.400	0.000	1.610	0.000	0.000	2.110
June	2.578	0.000	2.837	0.000	0.000	5.416	0.387	0.000	2.128	0.000	0.000	2.641
July	2.664	0.000	2.644	0.000	0.000	5.308	0.400	0.000	1.983	0.000	0.000	2.501
August	2.664	0.000	1.665	0.000	0.000	4.329	0.400	0.000	1.249	0.000	0.000	1.731
September	2.578	0.000	1.426	0.000	0.000	4.004	0.387	0.000	1.069	0.000	0.000	1.529
October	2.664	0.000	0.316	0.000	0.000	2.980	0.400	0.000	0.237	0.000	0.000	0.669
November	2.578	0.000	0.000	0.000	0.000	2.578	0.387	0.000	0.000	0.000	0.000	0.406
December	2.664	0.000	0.000	0.000	0.000	2.664	0.400	0.000	0.000	0.000	0.000	0.420
TOTALS ----->	31.366	0.000	11.175	0.000	0.000	42.541	4.705	0.000	8.381	0.000	0.000	13.740

(1) # of Residences 100
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 200000
Lawn Application Rate (af/ac) 2.413

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.810

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7200

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Lions Ridge Homeowners Association

Analysis Date : Nov-86

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
	Total Demand						Consumptive Use					
January	0.400	0.000	0.000	0.000	0.000	0.400	0.060	0.000	0.000	0.000	0.000	0.063
February	0.361	0.000	0.000	0.000	0.000	0.361	0.054	0.000	0.000	0.000	0.000	0.057
March	0.400	0.000	0.000	0.000	0.000	0.400	0.060	0.000	0.000	0.000	0.000	0.063
April	0.387	0.000	0.011	0.000	0.000	0.398	0.058	0.000	0.009	0.000	0.000	0.070
May	0.400	0.000	0.059	0.000	0.000	0.459	0.060	0.000	0.044	0.000	0.000	0.110
June	0.387	0.000	0.074	0.000	0.000	0.461	0.058	0.000	0.055	0.000	0.000	0.119
July	0.400	0.000	0.070	0.000	0.000	0.470	0.060	0.000	0.053	0.000	0.000	0.118
August	0.400	0.000	0.046	0.000	0.000	0.446	0.060	0.000	0.035	0.000	0.000	0.099
September	0.387	0.000	0.039	0.000	0.000	0.426	0.058	0.000	0.029	0.000	0.000	0.092
October	0.400	0.000	0.014	0.000	0.000	0.413	0.060	0.000	0.010	0.000	0.000	0.074
November	0.387	0.000	0.000	0.000	0.000	0.387	0.058	0.000	0.000	0.000	0.000	0.061
December	0.400	0.000	0.000	0.000	0.000	0.400	0.060	0.000	0.000	0.000	0.000	0.063
TOTALS ----->	4.705	0.000	0.314	0.000	0.000	5.019	0.706	0.000	0.236	0.000	0.000	0.988

(1) # of Residences 15
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 5000
Lawn Application Rate (af/ac) 2.743

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.057

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6300

* (12) Total Includes 5% Transit Loss

LOS AMIGOS RANCH PARTNERSHIP

Month	Total Diversion						Consumptive Use						Add transit Loss 5%
	SFH on CT	Apart	School	SFH on LF	SFH on ET	TOTAL	SFH on CT	Apart	School	SFH on LF	SFH on ET	TOTAL	
January	5.321	1.461	0.494	3.277	0.266	10.820	0.336	0.073	0.025	0.492	0.266	1.191	1.251
February	4.806	1.320	0.446	2.960	0.241	9.773	0.303	0.066	0.022	0.444	0.241	1.076	1.130
March	5.321	1.461	0.494	3.277	0.266	10.820	0.336	0.073	0.025	0.492	0.266	1.191	1.251
April	6.377	1.414	0.634	3.171	0.258	11.854	1.245	0.071	0.141	0.476	0.258	2.190	2.30
May	16.782	1.461	1.947	3.277	0.266	23.733	8.931	0.073	1.114	0.492	0.266	10.876	11.42
June	20.016	1.414	1.884	3.171	0.258	26.743	11.474	0.071	1.413	0.476	0.258	13.692	14.377
July	19.277	1.461	1.769	3.277	0.266	26.050	10.802	0.073	1.327	0.492	0.266	12.960	13.608
August	14.217	1.461	1.128	3.277	0.266	20.349	7.008	0.073	0.846	0.492	0.266	8.684	9.118
September	12.747	1.414	1.441	3.171	0.258	19.031	6.023	0.071	0.746	0.476	0.258	7.573	7.952
October	7.327	1.461	0.748	3.277	0.266	13.080	1.840	0.073	0.215	0.492	0.266	2.886	3.03
November	5.150	1.414	0.478	3.171	0.258	10.471	0.325	0.071	0.024	0.476	0.258	1.153	1.211
December	5.321	1.461	0.494	3.277	0.266	10.820	0.336	0.073	0.025	0.492	0.266	1.191	1.251
TOTALS	122.662	17.207	11.956	38.580	3.137	193.542	48.958	0.860	5.922	5.787	3.137	64.664	67.899

Location: Los Amigos Ranch - Sng Fam Res on CT w/ irr. & Comm.

Date : May-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	5.168	0.080	0.000	0.000	0.073	5.321	0.258	0.004	0.000	0.000	0.073	0.336
February	4.668	0.072	0.000	0.000	0.066	4.806	0.233	0.004	0.000	0.000	0.066	0.303
March	5.168	0.080	0.000	0.000	0.073	5.321	0.258	0.004	0.000	0.000	0.073	0.336
April	5.001	0.077	1.227	0.000	0.071	6.377	0.250	0.004	0.921	0.000	0.071	1.245
May	5.168	0.080	11.461	0.000	0.073	16.782	0.258	0.004	8.595	0.000	0.073	8.931
June	5.001	0.077	14.866	0.000	0.071	20.016	0.250	0.004	11.150	0.000	0.071	11.474
July	5.168	0.080	13.955	0.000	0.073	19.277	0.258	0.004	10.466	0.000	0.073	10.802
August	5.168	0.080	8.896	0.000	0.073	14.217	0.258	0.004	6.672	0.000	0.073	7.008
September	5.001	0.077	7.598	0.000	0.071	12.747	0.250	0.004	5.698	0.000	0.071	6.023
October	5.168	0.080	2.006	0.000	0.073	7.327	0.258	0.004	1.504	0.000	0.073	1.840
November	5.001	0.077	0.000	0.000	0.071	5.150	0.250	0.004	0.000	0.000	0.071	0.325
December	5.168	0.080	0.000	0.000	0.073	5.321	0.258	0.004	0.000	0.000	0.073	0.336
TOTALS ----->	60.850	0.941	60.008	0.000	0.863	122.662	3.043	0.047	45.006	0.000	0.863	48.958

(1) # of Residences 194
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.941
Commercial Site (24000 sq ft)

(3) Sq. ft. of Lawn Irrigated 1031016
Lawn Application Rate (af/ac) 2.523

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 70

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.893

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(7-10) Elevation (feet) 6900

Location: Los Amigos Ranch - School
Date : May-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	0.000	0.494	0.000	0.000	0.000	0.494	0.000	0.025	0.000	0.000	0.000	0.025
February	0.000	0.446	0.000	0.000	0.000	0.446	0.000	0.022	0.000	0.000	0.000	0.022
March	0.000	0.494	0.000	0.000	0.000	0.494	0.000	0.025	0.000	0.000	0.000	0.025
April	0.000	0.478	0.156	0.000	0.000	0.634	0.000	0.024	0.117	0.000	0.000	0.141
May	0.000	0.494	1.453	0.000	0.000	1.947	0.000	0.025	1.089	0.000	0.000	1.114
June	0.000	0.000	1.884	0.000	0.000	1.884	0.000	0.000	1.413	0.000	0.000	1.413
July	0.000	0.000	1.769	0.000	0.000	1.769	0.000	0.000	1.327	0.000	0.000	1.327
August	0.000	0.000	1.128	0.000	0.000	1.128	0.000	0.000	0.846	0.000	0.000	0.846
September	0.000	0.478	0.963	0.000	0.000	1.441	0.000	0.024	0.722	0.000	0.000	0.746
October	0.000	0.494	0.254	0.000	0.000	0.748	0.000	0.025	0.191	0.000	0.000	0.215
November	0.000	0.478	0.000	0.000	0.000	0.478	0.000	0.024	0.000	0.000	0.000	0.024
December	0.000	0.494	0.000	0.000	0.000	0.494	0.000	0.025	0.000	0.000	0.000	0.025
TOTALS ----->	0.000	4.350	7.606	0.000	0.000	11.956	0.000	0.218	5.704	0.000	0.000	5.922

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 4.350
School

(3) Sq. Ft. of Lawn Irrigated 130680
Lawn Application Rate (af/ac) 2.523

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.893

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(7-10) Elevation (feet) 6900

Location: Los Amigos Ranch - LF
Date : May-86

WATER REQUIREMENTS (acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
February	2.960	0.000	0.000	0.000	0.000	2.960	0.444	0.000	0.000	0.000	0.000	0.444
March	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
April	3.171	0.000	0.000	0.000	0.000	3.171	0.476	0.000	0.000	0.000	0.000	0.476
May	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
June	3.171	0.000	0.000	0.000	0.000	3.171	0.476	0.000	0.000	0.000	0.000	0.476
July	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
August	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
September	3.171	0.000	0.000	0.000	0.000	3.171	0.476	0.000	0.000	0.000	0.000	0.476
October	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
November	3.171	0.000	0.000	0.000	0.000	3.171	0.476	0.000	0.000	0.000	0.000	0.476
December	3.277	0.000	0.000	0.000	0.000	3.277	0.492	0.000	0.000	0.000	0.000	0.492
TOTALS ----->	38.580	0.000	0.000	0.000	0.000	38.580	5.787	0.000	0.000	0.000	0.000	5.787

(1) # of Residences 123
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(7-10) Elevation (feet) 6900

Location: Los Amigos Ranch - ET
Date : May-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
February	0.241	0.000	0.000	0.000	0.000	0.241	0.241	0.000	0.000	0.000	0.000	0.241
March	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
April	0.258	0.000	0.000	0.000	0.000	0.258	0.258	0.000	0.000	0.000	0.000	0.258
May	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
June	0.258	0.000	0.000	0.000	0.000	0.258	0.258	0.000	0.000	0.000	0.000	0.258
July	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
August	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
September	0.258	0.000	0.000	0.000	0.000	0.258	0.258	0.000	0.000	0.000	0.000	0.258
October	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
November	0.258	0.000	0.000	0.000	0.000	0.258	0.258	0.000	0.000	0.000	0.000	0.258
December	0.266	0.000	0.000	0.000	0.000	0.266	0.266	0.000	0.000	0.000	0.000	0.266
TOTALS ------>	3.137	0.000	0.000	0.000	0.000	3.137	3.137	0.000	0.000	0.000	0.000	3.137

(1) # of Residences 10
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 100

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(7-10) Elevation (feet) 6900

Location: Los Amigos Ranch - Apartments

Date : May-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
January	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
February	1.320	0.000	0.000	0.000	0.000	1.320	0.066	0.000	0.000	0.000	0.000	0.066
March	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
April	1.414	0.000	0.000	0.000	0.000	1.414	0.071	0.000	0.000	0.000	0.000	0.071
May	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
June	1.414	0.000	0.000	0.000	0.000	1.414	0.071	0.000	0.000	0.000	0.000	0.071
July	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
August	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
September	1.414	0.000	0.000	0.000	0.000	1.414	0.071	0.000	0.000	0.000	0.000	0.071
October	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
November	1.414	0.000	0.000	0.000	0.000	1.414	0.071	0.000	0.000	0.000	0.000	0.071
December	1.461	0.000	0.000	0.000	0.000	1.461	0.073	0.000	0.000	0.000	0.000	0.073
TOTALS ----->	17.207	0.000	0.000	0.000	0.000	17.207	0.860	0.000	0.000	0.000	0.000	0.860

(1) # of Residences 96
persons/residence 2
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(7-10) Elevation (feet) 6900

BASALT WATER CONSERVANCY DISTRICT

Water User : Patrick McAlister
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
	Total Demand						Consumptive Use					
January	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
February	0.021	0.000	0.000	0.000	0.000	0.021	0.003	0.000	0.000	0.000	0.000	0.003
March	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
April	0.022	0.000	0.000	0.000	0.000	0.022	0.003	0.000	0.000	0.000	0.000	0.003
May	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
June	0.022	0.000	0.000	0.000	0.000	0.022	0.003	0.000	0.000	0.000	0.000	0.003
July	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
August	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
September	0.022	0.000	0.000	0.000	0.000	0.022	0.003	0.000	0.000	0.000	0.000	0.003
October	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
November	0.022	0.000	0.000	0.000	0.000	0.022	0.003	0.000	0.000	0.000	0.000	0.003
December	0.023	0.000	0.000	0.000	0.000	0.023	0.003	0.000	0.000	0.000	0.000	0.004
TOTALS ----->	0.269	0.000	0.000	0.000	0.000	0.269	0.040	0.000	0.000	0.000	0.000	0.042

(1) # of Residences 1
persons/residence 3
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6500

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Mid Valley Land Co.
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
	Total Demand						Consumptive Use					
January	1.798	0.000	0.000	0.000	0.113	1.911	0.270	0.000	0.000	0.000	0.113	0.402
February	1.624	0.000	0.000	0.000	0.102	1.726	0.244	0.000	0.000	0.000	0.102	0.363
March	1.798	0.000	0.000	0.000	0.113	1.911	0.270	0.000	0.000	0.000	0.113	0.402
April	1.740	0.000	0.340	0.000	0.109	2.190	0.261	0.000	0.255	0.000	0.109	0.657
May	1.798	0.000	1.901	0.000	0.113	3.812	0.270	0.000	1.426	0.000	0.113	1.899
June	1.740	0.000	2.385	0.000	0.109	4.235	0.261	0.000	1.789	0.000	0.109	2.267
July	1.798	0.000	2.270	0.000	0.113	4.181	0.270	0.000	1.702	0.000	0.113	2.189
August	1.798	0.000	1.477	0.000	0.113	3.388	0.270	0.000	1.108	0.000	0.113	1.565
September	1.740	0.000	1.256	0.000	0.109	3.105	0.261	0.000	0.942	0.000	0.109	1.378
October	1.798	0.000	0.423	0.000	0.113	2.334	0.270	0.000	0.317	0.000	0.113	0.735
November	1.740	0.000	0.000	0.000	0.109	1.850	0.261	0.000	0.000	0.000	0.109	0.389
December	1.798	0.000	0.000	0.000	0.113	1.911	0.270	0.000	0.000	0.000	0.113	0.402
TOTALS ----->	21.172	0.000	10.051	0.000	1.331	32.554	3.176	0.000	7.538	0.000	1.331	12.647

(1) # of Residences 54
persons/residence 3.5
gallons/person/day 100

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 162000
Lawn Application Rate (af/ac) 2.707

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 108

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.030

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6400

* (12) Total Includes 5% Transit Loss

Water User : Mid Valley Metro, 600 units, 2500 sq ft lawns

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	15.984	0.000	0.000	0.000	0.000	15.984	0.799	0.000	0.000	0.000	0.000	0.839
February	14.437	0.000	0.000	0.000	0.000	14.437	0.722	0.000	0.000	0.000	0.000	0.758
March	15.984	0.000	0.000	0.000	0.000	15.984	0.799	0.000	0.000	0.000	0.000	0.839
April	15.468	0.000	3.150	0.000	0.000	18.619	0.773	0.000	2.363	0.000	0.000	3.293
May	15.984	0.000	17.601	0.000	0.000	33.585	0.799	0.000	13.201	0.000	0.000	14.700
June	15.468	0.000	22.086	0.000	0.000	37.554	0.773	0.000	16.564	0.000	0.000	18.205
July	15.984	0.000	21.014	0.000	0.000	36.998	0.799	0.000	15.760	0.000	0.000	17.388
August	15.984	0.000	13.673	0.000	0.000	29.657	0.799	0.000	10.255	0.000	0.000	11.607
September	15.468	0.000	11.628	0.000	0.000	27.096	0.773	0.000	8.721	0.000	0.000	9.969
October	15.984	0.000	3.913	0.000	0.000	19.897	0.799	0.000	2.935	0.000	0.000	3.920
November	15.468	0.000	0.000	0.000	0.000	15.468	0.773	0.000	0.000	0.000	0.000	0.812
December	15.984	0.000	0.000	0.000	0.000	15.984	0.799	0.000	0.000	0.000	0.000	0.839
TOTALS ---->	188.197	0.000	93.065	0.000	0.000	281.262	9.410	0.000	69.799	0.000	0.000	83.169

(1) # of Residences 600
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 1500000
Lawn Application Rate (af/ac) 2.707

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.030

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6400

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Mobile Premix Company
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
February	0.000	0.073	0.000	0.000	0.000	0.073	0.000	0.073	0.000	0.000	0.000	0.077
March	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
April	0.000	0.078	0.000	0.000	0.000	0.078	0.000	0.078	0.000	0.000	0.000	0.082
May	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
June	0.000	0.078	0.000	0.000	0.000	0.078	0.000	0.078	0.000	0.000	0.000	0.082
July	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
August	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
September	0.000	0.078	0.000	0.000	0.000	0.078	0.000	0.078	0.000	0.000	0.000	0.082
October	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
November	0.000	0.078	0.000	0.000	0.000	0.078	0.000	0.078	0.000	0.000	0.000	0.082
December	0.000	0.081	0.000	0.000	0.000	0.081	0.000	0.081	0.000	0.000	0.000	0.085
TOTALS ----->	0.000	0.952	0.000	0.000	0.000	0.952	0.000	0.952	0.000	0.000	0.000	1.000

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 0.952
Sand/Gravel Operation

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 100

(9) % Lawn Irrig. Efficien q 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Myers and Company
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.120	0.033	0.000	0.000	0.000	0.153	0.018	0.005	0.000	0.000	0.000	0.024
February	0.108	0.030	0.000	0.000	0.000	0.138	0.016	0.004	0.000	0.000	0.000	0.022
March	0.120	0.033	0.000	0.000	0.000	0.153	0.018	0.005	0.000	0.000	0.000	0.024
April	0.116	0.032	0.026	0.000	0.000	0.174	0.017	0.005	0.019	0.000	0.000	0.044
May	0.120	0.033	0.172	0.000	0.000	0.325	0.018	0.005	0.129	0.000	0.000	0.160
June	0.116	0.032	0.219	0.000	0.000	0.367	0.017	0.005	0.164	0.000	0.000	0.196
July	0.120	0.033	0.207	0.000	0.000	0.361	0.018	0.005	0.156	0.000	0.000	0.187
August	0.120	0.033	0.134	0.000	0.000	0.287	0.018	0.005	0.100	0.000	0.000	0.130
September	0.116	0.032	0.114	0.000	0.000	0.262	0.017	0.005	0.086	0.000	0.000	0.113
October	0.120	0.033	0.035	0.000	0.000	0.188	0.018	0.005	0.026	0.000	0.000	0.052
November	0.116	0.032	0.000	0.000	0.000	0.148	0.017	0.005	0.000	0.000	0.000	0.023
December	0.120	0.033	0.000	0.000	0.000	0.153	0.018	0.005	0.000	0.000	0.000	0.024
TOTALS ----->	1.411	0.391	0.908	0.000	0.000	2.710	0.212	0.059	0.681	0.000	0.000	0.999

(1) # of Residences 4.5
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.391
Future Use @ 350 gpd

(3) Sq. Ft. of Lawn Irrigated 15000
Lawn Application Rate (af/ac) 2.633

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.975

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6600

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Roaring Fork Mobile Home Park

Analysis Date : Nov-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
February	1.072	0.000	0.000	0.000	0.000	1.072	0.054	0.000	0.000	0.000	0.000	0.056
March	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
April	1.149	0.000	0.000	0.000	0.000	1.149	0.057	0.000	0.000	0.000	0.000	0.060
May	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
June	1.149	0.000	0.000	0.000	0.000	1.149	0.057	0.000	0.000	0.000	0.000	0.060
July	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
August	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
September	1.149	0.000	0.000	0.000	0.000	1.149	0.057	0.000	0.000	0.000	0.000	0.060
October	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
November	1.149	0.000	0.000	0.000	0.000	1.149	0.057	0.000	0.000	0.000	0.000	0.060
December	1.187	0.000	0.000	0.000	0.000	1.187	0.059	0.000	0.000	0.000	0.000	0.062
TOTALS ----->	13.980	0.000	0.000	0.000	0.000	13.980	0.699	0.000	0.000	0.000	0.000	0.734

(1) # of Residences 52
persons/residence 3
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 5

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6600

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Heutze, Inc.
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.320	0.000	0.000	0.000	0.320	0.000	0.048	0.000	0.000	0.000	0.050
February	0.000	0.289	0.000	0.000	0.000	0.289	0.000	0.043	0.000	0.000	0.000	0.045
March	0.000	0.320	0.000	0.000	0.000	0.320	0.000	0.048	0.000	0.000	0.000	0.050
April	0.000	0.309	0.022	0.000	0.000	0.331	0.000	0.046	0.016	0.000	0.000	0.066
May	0.000	0.320	0.092	0.000	0.000	0.411	0.000	0.048	0.069	0.000	0.000	0.122
June	0.000	0.309	0.112	0.000	0.000	0.421	0.000	0.046	0.084	0.000	0.000	0.137
July	0.000	0.320	0.108	0.000	0.000	0.427	0.000	0.048	0.081	0.000	0.000	0.135
August	0.000	0.320	0.071	0.000	0.000	0.391	0.000	0.048	0.053	0.000	0.000	0.106
September	0.000	0.309	0.060	0.000	0.000	0.370	0.000	0.046	0.045	0.000	0.000	0.096
October	0.000	0.320	0.024	0.000	0.000	0.344	0.000	0.048	0.018	0.000	0.000	0.069
November	0.000	0.309	0.000	0.000	0.000	0.309	0.000	0.046	0.000	0.000	0.000	0.049
December	0.000	0.320	0.000	0.000	0.000	0.320	0.000	0.048	0.000	0.000	0.000	0.050
TOTALS ·····>	0.000	3.764	0.488	0.000	0.000	4.252	0.000	0.565	0.366	0.000	0.000	0.977

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 3.764
7000 sq ft retail, 16000 sq ft warehouse

(3) Sq. Ft. of Lawn Irrigated 7500
Lawn Application Rate (af/sc) 2.853

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/sc) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/sc) 2.140

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/sc) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Nelson's Auto Body
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
February	0.000	0.012	0.000	0.000	0.000	0.012	0.000	0.002	0.000	0.000	0.000	0.002
March	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
April	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
May	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
June	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
July	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
August	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
September	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
October	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
November	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
December	0.000	0.013	0.000	0.000	0.000	0.013	0.000	0.002	0.000	0.000	0.000	0.002
TOTALS ----->	0.000	0.157	0.000	0.000	0.000	0.157	0.000	0.024	0.000	0.000	0.000	0.025

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 0.157
Auto Body Shop, 3.5 emp @ 40 gpd

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/sc) 0.000

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

Water User : Walter Rudisch
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.000	0.000	0.000	0.000	0.006	0.006	0.000	0.000	0.000	0.000	0.006	0.007
February	0.000	0.000	0.000	0.000	0.006	0.006	0.000	0.000	0.000	0.000	0.006	0.006
March	0.000	0.000	0.000	0.000	0.006	0.006	0.000	0.000	0.000	0.000	0.006	0.007
April	0.000	0.000	0.000	0.043	0.006	0.049	0.000	0.000	0.000	0.030	0.006	0.038
May	0.000	0.000	0.000	1.810	0.006	1.816	0.000	0.000	0.000	1.267	0.006	1.337
June	0.000	0.000	0.000	2.436	0.006	2.442	0.000	0.000	0.000	1.705	0.006	1.797
July	0.000	0.000	0.000	2.253	0.006	2.260	0.000	0.000	0.000	1.577	0.006	1.663
August	0.000	0.000	0.000	1.403	0.006	1.410	0.000	0.000	0.000	0.982	0.006	1.038
September	0.000	0.000	0.000	1.206	0.006	1.211	0.000	0.000	0.000	0.843	0.006	0.892
October	0.000	0.000	0.000	0.217	0.006	0.224	0.000	0.000	0.000	0.152	0.006	0.166
November	0.000	0.000	0.000	0.000	0.006	0.006	0.000	0.000	0.000	0.000	0.006	0.006
December	0.000	0.000	0.000	0.000	0.006	0.006	0.000	0.000	0.000	0.000	0.006	0.007
TOTALS ----->	0.000	0.000	0.000	9.368	0.074	9.442	0.000	0.000	0.000	6.557	0.074	6.963

(1) # of Residences 0
persons/residence 0
gallons/person/day 0

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 0
Lawn Application Rate (af/ac) 0.000

(4) Acres of Crop Irrigated 3.75
Crop Application Rate (af/ac) 2.468

(5) # of Livestock @ 11 gals/day 6

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 0.000

(10) % Crop Irrig. Efficiency 70
Consumption of Irrig. (af/ac) 1.728

(9-10) Elevation (feet) 7500

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Gary and Beverly Sanders Lot # 1
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
February	0.024	0.000	0.000	0.000	0.006	0.030	0.004	0.000	0.000	0.000	0.006	0.010
March	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
April	0.026	0.000	0.020	0.000	0.006	0.052	0.004	0.000	0.015	0.000	0.006	0.026
May	0.027	0.000	0.212	0.000	0.006	0.245	0.004	0.000	0.159	0.000	0.006	0.178
June	0.026	0.000	0.277	0.000	0.006	0.309	0.004	0.000	0.208	0.000	0.006	0.228
July	0.027	0.000	0.259	0.000	0.006	0.292	0.004	0.000	0.194	0.000	0.006	0.215
August	0.027	0.000	0.165	0.000	0.006	0.198	0.004	0.000	0.123	0.000	0.006	0.140
September	0.026	0.000	0.141	0.000	0.006	0.173	0.004	0.000	0.106	0.000	0.006	0.121
October	0.027	0.000	0.035	0.000	0.006	0.068	0.004	0.000	0.026	0.000	0.006	0.038
November	0.026	0.000	0.000	0.000	0.006	0.032	0.004	0.000	0.000	0.000	0.006	0.010
December	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
TOTALS ----->	0.314	0.000	1.108	0.000	0.074	1.496	0.047	0.000	0.831	0.000	0.074	1.000

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 19300
Lawn Application Rate (af/ac) 2.487

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 6

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.865

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Gary and Beverly Sanders Lot # 2

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
February	0.024	0.000	0.000	0.000	0.006	0.030	0.004	0.000	0.000	0.000	0.006	0.010
March	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
April	0.026	0.000	0.020	0.000	0.006	0.052	0.004	0.000	0.015	0.000	0.006	0.026
May	0.027	0.000	0.212	0.000	0.006	0.245	0.004	0.000	0.159	0.000	0.006	0.178
June	0.026	0.000	0.277	0.000	0.006	0.309	0.004	0.000	0.208	0.000	0.006	0.228
July	0.027	0.000	0.259	0.000	0.006	0.292	0.004	0.000	0.194	0.000	0.006	0.215
August	0.027	0.000	0.165	0.000	0.006	0.198	0.004	0.000	0.123	0.000	0.006	0.140
September	0.026	0.000	0.141	0.000	0.006	0.173	0.004	0.000	0.106	0.000	0.006	0.121
October	0.027	0.000	0.035	0.000	0.006	0.068	0.004	0.000	0.026	0.000	0.006	0.038
November	0.026	0.000	0.000	0.000	0.006	0.032	0.004	0.000	0.000	0.000	0.006	0.010
December	0.027	0.000	0.000	0.000	0.006	0.033	0.004	0.000	0.000	0.000	0.006	0.011
TOTALS ----->	0.314	0.000	1.108	0.000	0.074	1.496	0.047	0.000	0.831	0.000	0.074	1.000

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 19300
Lawn Application Rate (af/ac) 2.487

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 6

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.865

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : John Schweppe - J-L Ranch
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
	Total Demand						Consumptive Use					
January	0.053	0.000	0.000	0.000	0.021	0.074	0.008	0.000	0.000	0.000	0.021	0.030
February	0.048	0.000	0.000	0.000	0.019	0.067	0.007	0.000	0.000	0.000	0.019	0.027
March	0.053	0.000	0.000	0.000	0.021	0.074	0.008	0.000	0.000	0.000	0.021	0.030
April	0.052	0.000	0.006	0.000	0.020	0.078	0.008	0.000	0.004	0.000	0.020	0.034
May	0.053	0.000	0.030	0.000	0.021	0.104	0.008	0.000	0.022	0.000	0.021	0.054
June	0.052	0.000	0.037	0.000	0.020	0.109	0.008	0.000	0.028	0.000	0.020	0.058
July	0.053	0.000	0.035	0.000	0.021	0.109	0.008	0.000	0.026	0.000	0.021	0.058
August	0.053	0.000	0.023	0.000	0.021	0.097	0.008	0.000	0.017	0.000	0.021	0.049
September	0.052	0.000	0.020	0.000	0.020	0.091	0.008	0.000	0.015	0.000	0.020	0.045
October	0.053	0.000	0.007	0.000	0.021	0.081	0.008	0.000	0.005	0.000	0.021	0.036
November	0.052	0.000	0.000	0.000	0.020	0.072	0.008	0.000	0.000	0.000	0.020	0.029
December	0.053	0.000	0.000	0.000	0.021	0.074	0.008	0.000	0.000	0.000	0.021	0.030
TOTALS ----->	0.627	0.000	0.157	0.000	0.246	1.031	0.094	0.000	0.118	0.000	0.246	0.481

(1) # of Residences 2
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 2500
Lawn Application Rate (af/ac) 2.743

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 20

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.057

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6300

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Paul Froning and Linda Singer
Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL
	Total Demand						Consumptive Use					
January	0.080	0.000	0.000	0.000	0.000	0.080	0.012	0.000	0.000	0.000	0.000	0.013
February	0.072	0.000	0.000	0.000	0.000	0.072	0.011	0.000	0.000	0.000	0.000	0.011
March	0.080	0.000	0.000	0.000	0.000	0.080	0.012	0.000	0.000	0.000	0.000	0.013
April	0.077	0.000	0.013	0.000	0.000	0.091	0.012	0.000	0.010	0.000	0.000	0.023
May	0.080	0.000	0.081	0.000	0.000	0.161	0.012	0.000	0.061	0.000	0.000	0.077
June	0.077	0.000	0.103	0.000	0.000	0.180	0.012	0.000	0.077	0.000	0.000	0.093
July	0.080	0.000	0.097	0.000	0.000	0.177	0.012	0.000	0.073	0.000	0.000	0.089
August	0.080	0.000	0.063	0.000	0.000	0.143	0.012	0.000	0.047	0.000	0.000	0.062
September	0.077	0.000	0.054	0.000	0.000	0.131	0.012	0.000	0.040	0.000	0.000	0.055
October	0.080	0.000	0.017	0.000	0.000	0.097	0.012	0.000	0.013	0.000	0.000	0.026
November	0.077	0.000	0.000	0.000	0.000	0.077	0.012	0.000	0.000	0.000	0.000	0.012
December	0.080	0.000	0.000	0.000	0.000	0.080	0.012	0.000	0.000	0.000	0.000	0.013
TOTALS ----->	0.941	0.000	0.429	0.000	0.000	1.370	0.141	0.000	0.322	0.000	0.000	0.486

(1) # of Residences 3
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 7000
Lawn Application Rate (af/ac) 2.670

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.003

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6500

* (12) Total Includes 5% Transit Loss

TABLE II-3

SPRING VALLEY RANCH WATER REQUIREMENTS
(Values in Acre-Feet)

	MUNICIPAL SYSTEM			GOLF COURSE	RESERVOIR	TOTAL WATER
	IN-HOUSE (1)	IRRIGATION (2)	TOTAL (3)	IRRIGATION (4)	EVAPORATION (5)	REQUIREMENTS (6)
Jan	69		69		2	71
Feb	62		62		2	64
Mar	69		69		2	71
Apr	67	5	72	9	2	83
May	69	24	93	41	5	139
June	67	44	111	74	10	195
July	69	50	119	84	11	214
Aug	69	37	106	62	8	176
Sep	67	22	89	36	5	130
Oct	69	6	75	11	2	88
Nov	67		67		2	69
Dec	69		69		2	71
ANNUAL AVERAGE	813	188	1001	317	53	1371

NOTES: (1) 2642 EQR; 275 gpd/EQR

(2) 2642 EQR; 1500 sq. ft. per unit irrigation (90 acres total)

(3) (1) + (2)

(4) 150 acres, 70% efficiency

(5) Assume equivalent of 20 acres of irrigation consumptive use, or 2 AF/mo. whichever is greater

(6) (3) + (4) + (5).

TABLE II-4

SPRING VALLEY RANCH
CONSUMPTIVE USE WATER REQUIREMENTS
(Values in Acre-Feet)

	MUNICIPAL SYSTEM			GOLF COURSE	RESERVOIR	TOTAL CONSUMPTIVE USE
	IN-HOUSE (1)	IRRIGATION (2)	TOTAL (3)	IRRIGATION (4)	EVAPORATION (5)	REQUIREMENTS (6)
Jan	4.0		4.0		2	6.0
Feb	3.5		3.5		2	5.5
Mar	4.0		4.0		2	6.0
Apr	3.9	3.5	7.4	6.3	2	15.7
May	4.0	16.8	20.8	28.7	5	54.5
June	3.9	30.8	34.7	51.8	10	96.5
July	4.0	35.0	39.0	58.8	11	108.8
Aug	4.0	25.9	29.9	43.4	8	81.3
Sep	3.9	15.4	19.3	25.2	5	49.5
Oct	4.0	4.2	8.2	7.7	2	17.9
Nov	3.9		3.9		2	5.9
Dec	4.0		4.0		2	6.0
ANNUAL	47.1	131.6	178.7	221.9	53	453.6

NOTES:
(1) 5% of requirements for 2442 EQR + 15% of requirements for 200 EQR
(2) 90 acres (no lag time estimated for return flows)
(3) (1) + (2)
(4) 150 acres
(5) Assume equivalent to 20 acres of irrigation consumptive use
(6) (3) + (4) + (5).

BASALT WATER CONSERVANCY DISTRICT

Water User : Nick Terliamis

Analysis Date : Jul-86

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.027	0.021	0.000	0.000	0.002	0.050	0.004	0.003	0.000	0.000	0.002	0.010
February	0.024	0.019	0.000	0.000	0.002	0.045	0.004	0.003	0.000	0.000	0.002	0.009
March	0.027	0.021	0.000	0.000	0.002	0.050	0.004	0.003	0.000	0.000	0.002	0.010
April	0.026	0.021	0.063	0.000	0.002	0.112	0.004	0.003	0.048	0.000	0.002	0.059
May	0.027	0.021	0.266	0.000	0.002	0.316	0.004	0.003	0.199	0.000	0.002	0.219
June	0.026	0.021	0.324	0.000	0.002	0.373	0.004	0.003	0.243	0.000	0.002	0.265
July	0.027	0.021	0.312	0.000	0.002	0.362	0.004	0.003	0.234	0.000	0.002	0.256
August	0.027	0.021	0.207	0.000	0.002	0.257	0.004	0.003	0.155	0.000	0.002	0.173
September	0.026	0.021	0.175	0.000	0.002	0.224	0.004	0.003	0.131	0.000	0.002	0.147
October	0.027	0.021	0.069	0.000	0.002	0.119	0.004	0.003	0.052	0.000	0.002	0.064
November	0.026	0.021	0.000	0.000	0.002	0.048	0.004	0.003	0.000	0.000	0.002	0.009
December	0.027	0.021	0.000	0.000	0.002	0.050	0.004	0.003	0.000	0.000	0.002	0.010
TOTALS ----->	0.314	0.250	1.417	0.000	0.025	2.006	0.047	0.038	1.063	0.000	0.025	1.231

(1) # of Residences 1
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.250
Office/Warehouse

(3) Sq. Ft. of Lawn Irrigated 21780
Lawn Application Rate (af/ac) 2.853

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 2

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 2.140

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 6000

* (12) Total Includes 5% Transit Loss

EXHIBIT D-1
GROUP A WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
HEUSCHKEL WELL NO. 1 HEUSCHKEL WELL NO. 2	0.220	25.272	1.329
KRAUSCH SUBDIVISION WELL NO. 1	0.033	2.810	1.564
HOLY CROSS WELL	0.330	5.406	2.659
SCHWEPPE WELL NO. 1	0.033	1.128	0.432
SCHWEPPE WELL NO. 2	0.033	0.717	0.377
WELL MATE NO. 1	0.067	1.127	0.208
LAZY GLEN WELL	0.250	42.541	13.742
SANDERS WELL NO. 1	0.033	1.496	0.999
SANDERS WELL NO. 2	0.033	1.496	0.999
HOSE WELL	0.033	0.842	0.260
MIKE'S WELL	0.033	3.283	2.304
FIOU WELL NO. 1	0.050	2.710	0.999
TERLIAMIS WELL	0.067	2.006	1.231
GIBBONS WELL	0.033	0.458	0.162
RUDISH IRRIGATION WELL	0.100	9.442	6.964
FIOU MEYERS WELL NO. 2 ROARING FORK MHP WELL	0.044	13.980	0.730
LOS AMIGOS WELL NO. 6	0.670	193.538	67.899
TOTAL	2.062	308.252	102.858

EXHIBIT D-2
GROUP B WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
LIONS RIDGE WELL NO. 2	0.100	5.019	0.989
FAVRE WELL NO. 1	0.033	1.466	0.988
TAYLOR WELL	0.033	0.598	0.290
LOT C WELL	0.033	0.413	0.436
LOT A WELL	0.033	0.363	0.377
PATRICK WELL	0.033	0.601	0.291
TOTAL	0.265	8.460	3.371

GROUP C WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
MID VALLEY METRO WELL NO. 1 MID VALLEY METRO WELL NO. 2 MID VALLEY METRO WELL NO. 3	1.672	281.262	83.169
TOTAL	1.672	281.262	83.169

GROUP D WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
HUE MART WELL	0.055	4.252	0.975
STAUFFER WELL	0.033	0.157	0.024
CQG WELL (EASH WELL)	0.070	2.235	1.420
TOTAL	0.158	6.644	2.419

EXHIBIT D-3
GROUP E WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
MID VALLEY WELL NO. 2	0.043	0.950	0.370
RED HILL WELL NO. 3	0.033	1.370	0.487
DELORES WELL	0.067	0.872	0.290
TOTAL	0.143	3.192	1.147

GROUP F1 WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
SPRING VALLEY HOLDING CO WELL NO. 1 SPRING VALLEY HOLDING CO WELL NO. 2 SPRING VALLEY HOLDING CO WELL NO. 3 SVH WELL NO. 5 SVH WELL NO. 6 SVH WELL NO. 7	2.789	575.575	107.890
TOTAL	2.789	575.575	107.890

GROUP F2 WELLS
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN

WELL NAME	AMOUNT CFS	ANNUAL DIVERSIONS (AF)	ANNUAL DEPLETIONS (AF)
SVH WELL NO. 8 SVH WELL NO. 9 SVH WELL NO. 10	2.000	425.425	79.745
TOTAL	2.000	425.425	79.745

EXHIBIT E
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
MONTHLY DIVERSION RATES (GPM)

MONTH	WELL GROUP						
	A	B	C	D	E	F1	F2
NOV	129	3.8	116	2.8	1.3	288	212
DEC	129	3.8	116	2.8	1.3	288	212
JAN	129	3.8	116	2.8	1.3	288	212
FEB	129	3.8	116	2.8	1.3	288	212
MAR	129	3.8	116	2.8	1.3	288	212
APR	144	4.4	140	3.5	1.4	310	230
MAY	268	6.2	244	5.7	2.9	388	287
JUN	313	6.8	282	6.5	3.4	479	354
JUL	296	6.6	269	6.2	3.3	497	367
AUG	234	5.7	215	6.0	2.6	442	327
SEP	225	5.5	203	5.1	2.4	384	284
OCT	146	4.5	144	3.5	1.6	313	231

EXHIBIT F
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
MONTHLY DEPLETION AND DELAYED RETURN FLOW FACTORS

MONTH	WELL GROUP						
	A	B	C	D	E	F1	F2
NOV	0.058	0.089	0.072	0.087	0.082	0.086	0.068
DEC	0.057	0.086	0.063	0.088	0.083	0.082	0.068
JAN	0.057	0.082	0.059	0.085	0.083	0.079	0.068
FEB	0.057	0.080	0.057	0.084	0.084	0.077	0.068
MAR	0.057	0.077	0.056	0.083	0.084	0.075	0.068
APR	0.062	0.076	0.061	0.082	0.084	0.074	0.072
MAY	0.108	0.076	0.085	0.081	0.084	0.076	0.089
JUN	0.134	0.080	0.112	0.080	0.084	0.082	0.109
JUL	0.132	0.085	0.123	0.081	0.083	0.090	0.116
AUG	0.108	0.089	0.116	0.081	0.083	0.094	0.106
SEP	0.100	0.090	0.106	0.083	0.083	0.094	0.092
OCT	0.070	0.090	0.090	0.085	0.083	0.091	0.076
TOTAL	1.000	1.000	1.000	1.000	1.000	1.000	1.000

EXHIBIT G
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
RETURN FLOW FACTORS

WELL GROUP	STRUCTURE	WWTP	LEACHFIELD	IRRIGATION
A	KRAUSCH SUBDIVISION WELL	0.000	0.312	0.158
	WELL MATE NO. 1	0.000	0.811	0.012
	SCHWEPPE WELL NO. 1	0.000	0.613	0.069
	SCHWEPPE WELL NO. 2	0.000	0.372	0.054
	MIKE'S WELL	0.000	0.116	0.216
	GIBBONS WELL	0.000	0.584	0.079
	HEUSCHKEL WELL NO. 1	0.950	0.000	0.000
	HEUSCHKEL WELL NO. 2	0.950	0.000	0.000
	HOLY CROSS WE	0.000	0.399	0.133
	HOSE WELL	0.000	0.647	0.052
	LAZY GLEN WELL	0.000	0.627	0.066
	FIOU WELL NO. 1	0.000	0.565	0.084
	FIOU MEYERS WELL NO. 2	0.950	0.000	0.000
	ROARING FORK MHP WELL	0.950	0.000	0.000
	RUDISH IRRIGATION WELL	0.000	0.000	0.250
	SANDERS WELL NO. 1	0.000	0.178	0.185
	SANDERS WELL NO. 2	0.000	0.178	0.185
	TERLIAMIS WELL	0.000	0.133	0.176
	LOS AMIGOS WELL NO. 6	0.409	0.169	0.087
B	TAYLOR WELL	0.000	0.446	0.092
	PATRICK WELL	0.000	0.850	0.000
	LIONS RIDGE WELL	0.000	0.797	0.016
	FAVRE WELL	0.000	0.182	0.175
	LOT A WELL	0.000	0.000	0.000
	LOT C WELL	0.000	0.000	0.000
C	MID VALLEY METRO WELLS 1-3	0.636	0.000	0.083
D	STAUFFER WELL	0.000	0.850	0.000
	CQG WELL	0.000	0.204	0.187
	HUE MART WELL	0.000	0.752	0.029
E	DELORES WELL	0.000	0.612	0.072
	RED HILL WELL NO. 3	0.000	0.584	0.078
	MID-VALLEY WELL NO. 2	0.000	0.553	0.077
F1	SPRING VALLEY WELLS 1-3 SVH WELLS 5-7	0.713	0.052	0.131
F2	SVH WELLS 8-10	0.713	0.052	0.131

EXHIBIT H-1
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
ACCOUNTING FORM A

STRUCTURE NAME: _____ WELL GROUP: _____

YEAR: ____/____ LAST READING PREVIOUS YEAR _____

MONTH	METER READING	AMOUNT DIVERTED	
	GALLONS (1)	GALLONS (2)	ACRE FEET (3)
NOV			
DEC			
JAN			
FEB			
MAR			
APR			
MAY			
JUN			
JUL			
AUG			
SEP			
OCT			
TOTAL			

(1) END OF MONTH METER READING.

(2) COLUMN (1) MINUS PREVIOUS E.O.M. READING

(3) COLUMN (2) ÷ 325,900

EXHIBIT H-2
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
ACCOUNTING FORM B
(VALUES IN ACRE FEET)

STRUCTURE NAME: _____ WELL GROUP: _____

YEAR: ____/____

MONTH	DELAYED WELL DEPLETIONS (1)	RETURN FLOW			NET STREAM DEPLETION (5)
		WWTP (2)	LEACHFIELD (3)	IRRIGATION (4)	
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
JUL					
AUG					
SEP					
OCT					
TOTAL					

(1) PREVIOUS YEAR TOTAL DIVERSIONS FROM EXHIBIT H-1 TIMES MONTHLY DEPLETION FACTOR FROM EXHIBIT F.

(2) PREVIOUS YEAR MONTHLY DIVERSIONS FROM EXHIBIT H-1 TIMES RETURN FLOW FACTOR FROM EXHIBIT G.

(3) PREVIOUS YEAR TOTAL DIVERSIONS FROM EXHIBIT H-1 TIMES RETURN FLOW FACTOR FROM EXHIBIT G TIMES MONTHLY DEPLETIONS FACTOR FROM EXHIBIT F.

(4) PREVIOUS YEAR TOTAL DIVERSIONS FROM EXHIBIT H-1 TIMES RETURN FLOW FACTOR FROM EXHIBIT G TIMES MONTHLY DEPLETIONS FACTOR FROM EXHIBIT F.

(5) COLUMN (1) MINUS COLUMNS (2), (3) AND (4).

EXHIBIT H-3
BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
ACCOUNTING FORM C - SUMMARY
(VALUES IN ACRE FEET)

YEAR: _____/_____

	MONTH											
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1. STREAM DEPLETIONS												
2. IN-PRIORITY DIVERSIONS												
3. RUEDI RESERVOIR RELEASES												

(1) TOTAL STREAM DEPLETIONS FROM ACCOUNTING FORMS H-2 BASED ON PREVIOUS YEARS DIVERSIONS.

(2) IN-PRIORITY DIVERSIONS UNDER BASALT CONDUIT DECREED IN CASE NO. W-4813 ON JUNE 20, 1958.

(3) RUEDI RESERVOIR RELEASES TO AUGMENT OUT OF PRIORITY STREAM DEPLETIONS. AMOUNT RELEASED INCLUDES AN ADDITIONAL 5 PERCENT FOR CARRIAGE LOSS.

EXHIBIT A
TOTAL ANNUAL WATER REQUIREMENTS
BY STRUCTURE
(Acre Feet)

Structure Name	Domestic In-House	Commercial or Other	Lawn Irrigation	Crop Irrigation	Livestock	Total
Lions Ridge Well No. 2	4.705		0.314			5.019
Alternate Div. #1		0.952				0.952
Heuschkel Well No. 1A and 2	25.272					25.272
Favre Well No. 1	0.314		1.029		0.123	1.466
Nelson Spring No. 1 & 2						
Krausch Subdivision Well No. 1	1.031		1.779			2.810
Holy Cross Well		2.538	2.868			5.406
Schweppe Well No. 2	0.314		0.157		0.246	0.717
Schweppe Well No. 1	0.314	0.500	0.314			1.128
Well No. 1 Mate	1.075		0.052			1.127
Lazy Glen Well	31.366		11.175			42.541
Mid Valley Well No. 2	0.627		0.323			0.950
Sanders Well No. 1	0.314		1.108		0.074	1.496
Sanders Well No. 2	0.314		1.108		0.074	1.496
Mid Valley Metro Wells 1-3	188.197		93.065			281.262
Kelso Ditch		10.500				10.500
Hose Well	0.627		0.172		0.025	0.824
Los Amigos Well 6	119.770	5.291	67.614		0.863	193.538
Mike's Well	0.448		2.835			3.283
Hopkins Springs No. 1 and 2	813.000		188.000			1001.000
Spring Valley Ranch						
Wells 1-3 and 5-10						
Hue Mart Well		3.764	0.488			4.252
Stauffer Well		0.157				0.157
Taylor Well	0.314		0.222		0.062	0.598
Red Hill Well #3	0.941		0.429			1.370
Delores Well	0.628		0.244			0.872
Flou Well #1	1.411	0.391	0.908			2.710
Lot C Well	0.314				0.099	0.413
Lot A Well	0.314				0.049	0.363
Terliamis Well	0.314	0.250	1.417		0.025	2.006
Patrick Well	0.314		0.287			0.601
Gibbons Well No. 1	0.314		0.144			0.458
Rudisch Irrigation Well				9.368	0.074	9.442
COG Well No. 1 (fka Eash Well No. 1)		0.538	1.697			2.235
Millenium Spring	0.314		0.279			0.593
Roaring Fork MHP Well #1	13.980					13.980
Flou-Myers Well No. 2						
TOTAL	1206.846	24.881	376.028	9.368	1.714	1620.837

EXHIBIT B

MAXIMUM-DAY DIRECT FLOW DEMAND
BY DIVERSION STRUCTURE
SUMMER DEMAND

Structure Name	Amount (cfs)
Lions Ridge Well No. 2	0.100
Alternate Div. #1	1.670
Heuschkel Well No. 1A and 2	0.220
Favre Well No. 1	0.033
Nelson Spring No. 1	0.018
Nelson Spring No. 2	0.007
Krausch Subdivision Well No. 1	0.033
Holy Cross Well	0.330
Schweppe Well No. 2	0.033
Schweppe Well No. 1	0.033
Well No. 1 Mate	0.067
Lazy Glen Well	0.250
Mid Valley Well No. 2	0.043
Sanders Well No. 1	0.033
Sanders Well No. 2	0.033
Mid Valley Metro Wells 1-3	1.672
Kelso Ditch	1.330
Hose Well	0.033
Los Amigos Well 6	0.670
Mike's Well	0.033
Hopkins Springs No. 1 and 2	
Spring Valley Ranch	
Wells 1-3 and 5-10	6.000
Hue Mart Well	0.055
Stauffer Well	0.033
Taylor Well	0.033
Red Hill Well #3	0.033
Delores Well	0.067
Flou Well #1	0.050
Lot C Well	0.033
Lot A Well	0.033
Terllamis Well	0.067
Patrick Well	0.033
Gibbons Well No. 1	0.033
Rudisch Irrigation Well	0.100
COG Well No. 1 (fka Eash Well No. 1)	0.070
Millenium Spring	0.015
Roaring Fork MHP Well #1	0.022
Flou-Myers Well No. 2	0.022
TOTAL	13.340

EXHIBIT C
MONTHLY CONSUMPTIVE WATER USE
BY STRUCTURE
(Acre Feet)

Structure Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Lion's Ridge Well No. 2	0.063	0.057	0.063	0.070	0.110	0.119	0.118	0.099	0.092	0.074	0.061	0.063	0.969
Alternate Div. #1	0.085	0.077	0.085	0.082	0.085	0.082	0.085	0.085	0.082	0.085	0.082	0.085	1.000
Heuschkel Well No. 1A & 2	0.113	0.102	0.113	0.109	0.113	0.109	0.113	0.113	0.109	0.113	0.109	0.113	1.329
Favre Well No. 1 and Nelson Spring No. 1 & 2	0.015	0.014	0.015	0.038	0.160	0.210	0.200	0.135	0.116	0.046	0.015	0.015	0.965
Krausch Subdivision Well No. 1	0.014	0.013	0.014	0.072	0.277	0.337	0.325	0.218	0.187	0.080	0.013	0.014	1.564
Holy Cross Well	0.034	0.031	0.034	0.140	0.467	0.545	0.526	0.363	0.311	0.149	0.033	0.034	2.668
Schweppe Well No. 2	0.026	0.024	0.026	0.030	0.050	0.054	0.054	0.044	0.041	0.032	0.025	0.026	0.432
Schweppe Well No. 1	0.011	0.010	0.011	0.020	0.058	0.069	0.068	0.047	0.041	0.022	0.011	0.011	0.377
Well No. 1 Mate	0.014	0.013	0.014	0.016	0.022	0.023	0.023	0.020	0.019	0.016	0.014	0.014	0..
Lazy Glen Well	0.420	0.379	0.420	0.616	2.110	2.641	2.501	1.731	1.529	0.669	0.406	0.420	13.742
Mid Valley Well No. 2	0.008	0.008	0.008	0.013	0.060	0.076	0.072	0.049	0.043	0.017	0.008	0.008	0.370
Sanders Well No. 1	0.011	0.010	0.011	0.026	0.178	0.228	0.215	0.140	0.121	0.038	0.010	0.011	0.900
Sanders Well No. 2	0.011	0.010	0.011	0.026	0.178	0.228	0.215	0.140	0.121	0.038	0.010	0.011	0.900
Mid Valley Metro Wells 1–3	0.839	0.758	0.839	3.293	14.700	18.205	17.388	11.607	9.969	3.920	0.812	0.839	83.169
Kelso Ditch	0.000	0.000	0.000	1.500	1.500	1.500	1.500	1.500	1.500	1.500	0.000	0.000	10.500
Hose Well	0.011	0.010	0.011	0.014	0.036	0.043	0.041	0.030	0.027	0.016	0.010	0.011	0.260
Los Amigos Well 6	1.261	1.139	1.261	2.300	11.420	14.377	13.604	9.118	7.952	3.030	1.211	1.261	87.899
Mike's Well	0.006	0.005	0.006	0.106	0.426	0.617	0.498	0.332	0.282	0.115	0.006	0.006	2.304
Hopkins Springs No. 1 & 2 and Spring Valley Ranch Wells 1–3 and 5–10	4.200	3.675	4.200	7.770	21.840	36.435	40.950	31.395	20.265	8.610	4.095	4.200	187.635
Hue Mart Well	0.050	0.045	0.050	0.066	0.122	0.137	0.135	0.106	0.096	0.069	0.049	0.050	0.976
Stauffer Well	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.024
Taylor Well	0.010	0.009	0.010	0.016	0.043	0.050	0.049	0.035	0.031	0.018	0.009	0.010	0.790
Red Hill Well #3	0.013	0.011	0.013	0.023	0.077	0.093	0.089	0.062	0.055	0.029	0.012	0.013	/
Delores Well	0.008	0.008	0.008	0.008	0.042	0.060	0.056	0.038	0.034	0.012	0.008	0.008	0.290
Flou Well #1	0.024	0.022	0.024	0.044	0.160	0.196	0.187	0.130	0.113	0.062	0.023	0.024	0.999
Lot C Well	0.037	0.033	0.037	0.036	0.037	0.036	0.037	0.037	0.036	0.037	0.036	0.037	0.436
Lot A Well	0.032	0.029	0.032	0.031	0.032	0.031	0.032	0.032	0.031	0.032	0.031	0.032	0.377
Terilamis Well	0.010	0.000	0.010	0.059	0.219	0.265	0.256	0.173	0.147	0.064	0.009	0.010	1.231
Patrick Well	0.004	0.004	0.004	0.012	0.050	0.062	0.059	0.040	0.034	0.014	0.004	0.004	0.291
Gibbons Well No. 1	0.004	0.004	0.004	0.006	0.026	0.032	0.031	0.021	0.018	0.008	0.004	0.004	0.182
Rudisch Irrigation Well	0.007	0.006	0.007	0.038	1.337	1.797	1.663	1.038	0.892	0.186	0.006	0.007	6.964
COG Well No. 1 (fka Eash Well No. 1	0.007	0.007	0.007	0.066	0.258	0.313	0.302	0.202	0.172	0.072	0.007	0.007	1.420
Millenium Spring	0.004	0.004	0.004	0.007	0.046	0.060	0.056	0.037	0.032	0.010	0.004	0.004	0.268
Roaring Fork MHP Well #1 and Flou–Meyers Well No. 2	0.062	0.056	0.062	0.060	0.062	0.060	0.062	0.062	0.060	0.062	0.060	0.062	0.730
TOTAL	7.406	6.575	7.406	16.616	56.301	78.992	81.616	60.181	44.560	19.214	7.196	7.406	392.397

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 87 CW 155

CERTIFICATE OF MAILING

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE BASALT WATER CONSERVANCY DISTRICT IN GARFIELD, PITKIN AND EAGLE COUNTIES

I hereby certify that I served a true and correct copy of the attached Second Amended Judgment and Decree by placing the same, postage prepaid, in the United States Mail, first class, addressed to:

Dan Kerst
Schenk, Kerst & deWinter
302 8th Street, Suite 310
Glenwood Springs, CO 81601

Howard Holme
Fairfield & Woods, P.C.
1700 Lincoln Street, Suite 2400
Denver, CO 80203

Lynn Johnson, Esq.
U.S. Department of Justice
Environmental and Natural Resources Div.
999 18th Street, Suite 945
Denver, CO 80202

Deborah Freeman
Trout & Raley, P.C.
1775 Sherman Street, Suite 1300
Denver, CO 80203

John D. Musick, Jr.
John D. Musick & Associates
1775 Sherman Street, Suite 2555
Denver, CO 80203

Timothy Beaton
Moses, Wittemeyer, Harrison & Woodruff, P.C.
P.O. Box 1440
Boulder, CO 80306

Dated this 20th day of November, 1998.

Phyllis Coleman

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 87CW155

ORDER

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE BASALT WATER CONSERVANCY DISTRICT IN GARFIELD, PITKIN AND EAGLE COUNTIES

THIS MATTER, coming before the Court on the Applicant's Motion to Correct Clerical Error with supporting documentation, and the Court, having reviewed the original decree and being fully satisfied in the circumstances of the Motion, hereby orders as follows:

A Second Amended Judgment and Decree will be entered by the Court on this date. The form of said Second Amended Judgment and Decree appears as appended to this Order.

Dated this 14th day of December, 1998.

BY THE COURT:

Thomas W. Ossola

EXHIBIT 15-A2

DISTRICT COURT, WATER DIVISION 5, STATE OF COLORADO

Case No. 93CW319

FINAL JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR ALTERNATE POINTS OF DIVERSION AND PLAN FOR AUGMENTATION OF THE BASALT WATER CONSERVANCY DISTRICT IN GARFIELD, PITKIN AND EAGLE COUNTIES, COLORADO

This matter came before the Court upon the Application of Basalt Water Conservancy District ("Applicant" or "BWCD"), a quasi-municipal agency.

I. FINDINGS OF FACT

1. BWCD filed the subject Application on December 30, 1993. The statements in the Application are true.

2. The Water Judge referred the Application to the Water Referee for Water Division No. 5, State of Colorado, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as the Water Rights Determination and Administration Act of 1969. The Water Referee entered his Findings and Ruling of Referee on November 29, 1995; an Amended Findings and Ruling of Referee on January 11, 1996; and a Second Amended Findings of Fact, Conclusions of Law, Judgment and Decree on November 19, 1997. This matter comes before the Court upon the Protest of the State and Division Engineers to the said Second Amended Ruling, *see e.g.*, C.R.S. §37-92-304(3).

3. All notices required by law have been duly given and the Water Judge of Water Division 5 has jurisdiction over the subject matter of this proceeding and over all who have standing to appear whether they have appeared or not.

4. Snowmass Water and Sanitation District, Mid Valley Metropolitan District, and Lloyd Shields filed timely Statements of Opposition to the Application. No further Statements of Opposition

have been filed, and the time for filing such statements has expired. The State and Division Engineers filed a Protest to the said Second Amended Ruling. No other Protests were filed, and the time for filing such Protests has expired. All the Objectors have stipulated to entry of a decree herein.

Claim for Change of Water Right

5. The Applicant seeks this Court's approval for certain alternate points of diversion for the Basalt Conduit, which is more fully described as follows:

A. From previous Decree:

(1) Date Entered: June 20, 1958, Case No. W-4613, Court: Garfield County District Court

(2) Decreed Point of Diversion:

The decreed headgate and point of diversion for the Basalt Conduit is located on the left side of the Frying Pan River in the NE¼ of the NW¼ of unsurveyed Section 18, T. 8 S., R. 84 W. of the 6th P.M. at the head of the outlet tube for Ruedi Reservoir whence the SW corner of Section 7 of T. 8 S., R. 84 W. of the 6th P.M. bears N. 79°00' W., a distance of 2,017.1 feet.

(3) Source: The Frying Pan River, tributary to the Roaring Fork River, tributary to the Colorado River.

(4) Appropriation Date: July 29, 1957

(5) Amount: 450 cfs

(6) Use: Generation of electricity, irrigation, domestic, municipal, stockwatering, piscatorial and industrial.

B. Proposed Change:

The total amount of the Basalt Conduit to be changed herein is 2.551 c.f.s., which is the cumulative total of diversions at these described alternate points:

EL JEBEL

(1) El Jebel Well No. 2. Located in the SW¼SE¼, Section 34, Township 7 South, Range 87 West, 6th P.M. at a point 260' from the South Section line and 1,510' from the East Section line of said Section 34.

(a) Well Permit: 38483-F
(b) Previous Decree: N/A
(c) Amount: 0.33 cfs, up to 242 AF per year under the Basalt Conduit right, in combination with El Jebel Well Nos. 1,3 & 4.

(2) El Jebel Well No. 3. Located in the SW¼SE¼, Section 34, Township 7 South, Range 87 West, 6th P.M. at a point 975' from the South Section line and 1,910' from the East Section line of said Section 34.

(a) Well Permit: 39959-F
(b) Previous Decree: N/A
(c) Amount: 0.72 cfs, up to 242 AF per year under the Basalt Conduit right, in combination with El Jebel Well Nos. 1,2 & 4.

(3) El Jebel Well No. 4. Located in the NW¼SE¼, Section 34, Township 7 South, Range 87 West, 6th P.M. at a point 1,575' from the South Section line and 1,350' from the East Section line of said Section 34.

(a) Well Permit: Denial No. AD-13634
(b) Previous Decree: N/A
(c) Amount: .0.72 cfs, up to 242 AF per year under the Basalt Conduit right, in combination with El Jebel Well Nos. 1,2 & 3.

MISSOURI HEIGHTS

(4) Aspen Mesa Estates Well No. 1. Located in the SW¼NE¼, Section 27, Township 7 South, Range 87 West, 6th P.M. at a point 1,650' from the North Section line and 2,250' from the East Section line of said Section 27.

(a) Well Permit: Denial No. 14235
(b) Previous Decree: N/A
(c) Amount: 0.33 cfs, up to 52 AF per year under the Basalt Conduit right, in combination with Aspen Mesa Estates Well Nos. 2 & 3.

(5) Aspen Mesa Estates Well No. 2. Located in the SE¼NW¼, Section 27, Township 7 South, Range 87 West, 6th P.M. at a point 3,172' from the South Section line and 1,581' from the West Section line of said Section 27.

(a) Well Permit: 049142-F
(b) Previous Decree: 84CW033, 89CW162
(c) Amount: 0.055 cfs, up to 52 AF per year under the Basalt Conduit right, in combination with Aspen Mesa Estates Well Nos. 1 & 3.

(6) Aspen Mesa Estates Well No. 3. Located in the SE¼NW¼, Section 27, Township 7 South, Range 87 West, 6th P.M. at a point 3,500' from the South

Section line and 3,800' from the East Section line of said Section 27.

(a) Well Permit: Denial No. 14234
(b) Previous Decree: 89CW162
(c) Amount: 0.33 cfs, up to 52 AF per year under the Basalt Conduit right, in combination with Aspen Mesa Estates Well Nos. 1 & 2.

(7) Jan #1 Well. Located in the SW¼SE¼, Section 28, Township 7 South, Range 87 West, 6th P.M. at a point 1,000' from the South Section line and 1,720' from the East Section line of said Section 28.

(a) Well Permit: 41029-F
(b) Previous Decree: N/A
(c) Amount: 0.033 cfs, up to 2.6 AF per year under the Basalt Conduit right.

(8) Butler Well. Located in the SW¼SE¼, Section 28, Township 7 South, Range 87 West, 6th P.M. at a point 1,000' from the South Section line and 1,620' from the East Section line of said Section 28.

(a) Well Permit: 37593-F
(b) Previous Decree: N/A
(c) Amount: 0.033 cfs, up to 2.6 AF per year under the Basalt Conduit right.

6. Applicant also seeks a change of use of the Robinson Ditch and Favre Domestic Pipeline (both described below) to include augmentation.

Plan for Augmentation

7. Previous Decrees for Water Rights to be used for Augmentation:

A. Name: Robinson Ditch

STRUCTURE	DECREED AMOUNT/ cfs	AMOUNT OWNED BY BWCD (cfs)*	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.
ROBINSON DITCH	5.00	1.21	05/11/1889	06/15/1882	38	132
ROBINSON DITCH	2.50	0.60	05/11/1889	04/15/1886	140	132
ROBINSON DITCH	2.00	0.48	05/11/1889	11/15/1886	167	132
ROBINSON DITCH	10.70	2.59	12/29/1903	04/25/1889	212C	1061
ROBINSON DITCH	20.06	4.85	08/25/1936	04/25/1900	326	3082

* The BWCD owns 441 shares of Class 1 stock issued by the Robinson Ditch Company. The said 441 shares equal 24.16% of the total shares and are associated with 9.73 cfs of the 40.26 cfs decreed to the Robinson Ditch.

Court: District Court in and for Garfield County

Type of Water Right: Surface

Legal Description of Point of Diversion: The point of diversion as decreed is located on the North bank of the Roaring Fork River one-half mile below the mouth of Sopris Creek in Section 11, T. 8 S., R. 87 West, 6th P.M.

Source: Roaring Fork River

Amount: 9.73 cfs

Decreed Use: Irrigation of approximately 137.2 acres.

Historic Use: Irrigation of hay and pasture on Floyd Crawford's property. See map of historic irrigated area, Exhibit A hereto, which is incorporated herein by this reference.

Amount of Robinson Ditch Dedicated to This Augmentation Plan: The Applicant will dedicate the following portions of the five Robinson Ditch priorities to the El Jebel and Missouri Heights plan for augmentation described herein:

PRIORITY	AMOUNT DEDICATED TO EL JEBEL PLAN (C.F.S.)	AMOUNT DEDICATED TO MISSOURI HEIGHTS (C.F.S.)
38	0.14	0.03
140	0.07	0.02
167	0.05	0.01
212C	0.29	0.07
326	0.55	0.13
TOTAL	1.10	0.26

B. Favre Domestic Pipeline

STRUCTURE	AMOUNT	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.
FAVRE DOM. PL. SP. NO. 1	0.50	06/20/1958	05/14/1912	649	4613
FAVRE DOM. PL. SP. NO. 2	0.50	06/20/1958	08/11/1937	666	4613

Court: District Court in and for Garfield County

Type of Water Right: Surface

Legal Description:

Favre Domestic Pipeline - Spring No. 1: Located at a point whence the E¼ corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 34°26' East, 890.9 feet.

Favre Domestic Pipeline - Spring No. 2: Located at a point whence the E¼ corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 37°24' East 721.4 feet.

Source: Blue Creek which is tributary to Roaring Fork River

Amount: Each spring is decreed for 0.50 cfs, but the use of both has a combined limit of 0.50 cfs.

Decreed Use: Domestic

Historic Use: The Springs have historically provided a majority of the domestic water supply for El Jebel, a community of 364 EQRs, consisting of 291 single family residential units (mostly mobile homes), irrigation of 12.5 acres of lawn and landscape, and commercial development. A map depicting the Blue Creek augmentation area is Exhibit B hereto.

C. Name: Ruedi Reservoir

Previous Decree: Case No. 4613 entered June 20, 1958, in Garfield County District Court

Location: Ruedi Reservoir is located in parts of Sec. 7,8,9,11,14,15,16,17 and 18, T. 8 S, R. 84 W. of the 6th P.M. in Pitkin and Eagle Counties. The dam thereof is located in the NW ¼ of Sec. 18, T. 8 S., R. 84 W., 6th P.M., its exact location being described as follows:

The initial point of survey of said dam is on the right abutment thereof at a point whence the SW corner of Sec. 7, T. 8 S., R. 84 W. 6th P.M. bears North 68°58' at a distance of 426 feet.

Amount: 64.88 acre feet of the Applicant's Ruedi Reservoir contractual allocation is dedicated to this augmentation plan.

Source: Frying Pan River

Use: The generation of electricity, irrigation, domestic, municipal, stockwatering, piscatorial and industrial

8. Structures to be Augmented:

A. Applicant requests approval of a plan for augmentation, including exchange, to augment out-of-priority depletions by the Basalt Conduit at the alternate points of diversion described in paragraph 5B above, and also at the following alternate points of diversion previously decreed for the Basalt Conduit:

1. Purchard Subdivision Well No. 1.

Located in the NW¼SE¼, Section 27, Township 7 South, Range 87 West, 6th P.M. at a point 2065 feet from the South section line and 2270 feet from the East section line of said Section 27.

(a) Well Permit: 41864-F
(b) Previous Decree: 81CW99
(c) Amount: 0.055 cfs, up to 1.98 AF per year under the Basalt Conduit right.

2. El Jebel Well No. 1:

Located in the SE¼SE¼, Section 34, Township 7 South, Range 87 West, 6th P.M. at a point 975 feet from the South Section line and 1,310 feet from the East Section line of said Section 34.

(a) Well Permit: 38484-F
(b) Previous Decree: 80CW489
(c) Amount: 0.055 cfs, up to 242 AF per year under the Basalt Conduit right, in combination with the El Jebel Well Nos. 2,3 & 4.

9. Operation of Plan for Augmentation.

A. The Applicant has developed an augmentation strategy for the El Jebel area to maintain a water balance on the Roaring Fork River and on Blue Creek. This augmentation strategy is detailed in Table 1 below. This plan augments depletions associated with full buildout of 604 EQR; replacement of the out-of-priority depletions associated with this buildout shall be provided by the Favre Domestic Pipeline, the Robinson Ditch, and Ruedi Reservoir releases. The loss of historic return flows associated with the dry up of 137.2 acres historically irrigated under the Robinson Ditch is fully replaced under this plan. The delayed return flows to the Roaring Fork River (see column 2 in Table 1) were ground water accretions only. These delayed return flows are fully augmented by releases from Ruedi Reservoir. The historic return flows to Blue Creek were surface return flows only (no ground water accretions or delayed return flows accrued to Blue Creek as a result of historic irrigation of the said 137.2 acres). These historic accretions to Blue Creek will be replaced during the historic irrigation season (May through October) by continued diversions at the Robinson Ditch headgate, which diversions shall be measured and returned to Blue Creek.

TABLE 1
AUGMENTATION OPERATION PLAN
EL JEBEL
VALUES IN ACRE-FEET

MONTH	DEPLETIONS AND/OR REPLACEMENT OBLIGATIONS			AUGMENTATION SUPPLY (4)			REPLACEMENT OF HISTORIC RETURN FLOWS TO BLUE CREEK
	STREAM DEPLETION FULL BUILD-OUT 604 EQR	HISTORIC RETURN FLOWS TO ROARING FORK ASSOCIATED WITH IRRIGATION OF 137.2 ACRES	HISTORIC RETURN FLOWS TO BLUE CREEK ASSOCIATED WITH IRRIGATION OF 137.2 ACRES	FAVRE DOMESTIC PIPELINE	ROBINSON DITCH	RUEDI RES. RELEASE	
	(1)	(2)	(3)	(5)	(6)	(7)	(8)
JAN	0.88	7.8	0.00	0.00	0.00	0.00	0.00
FEB	1.20	3.7	0.00	0.00	0.00	0.00	0.00
MAR	0.92	1.7	0.00	0.00	0.00	0.00	0.00
APR	3.23	0.00	0.00	2.16	1.07	0.00	0.00
MAY	13.32	0.00	212.10	0.00	0.00	0.00	212.10
JUN	21.16	0.00	277.20	9.71	11.45	0.00	277.20
JUL	22.84	0.00	259.50	10.95	11.89	0.00	259.50
AUG	18.60	0.00	236.90	9.27	9.33	0.00	236.90
SEP	15.55	0.00	223.70	8.61	6.94	0.00	223.70
OCT	9.12	38.3	55.50	6.15	0.00	41.27	55.50
NOV	4.05	34.6	0.00	3.84	0.00	34.81	0.00
DEC	1.66	16.5	0.00	0.00	0.00	0.00	0.00
TOTAL	112.58	102.6	1,264.90	50.75	40.68	76.08	1,264.90

(1) Stream depletion associated with 604 EQR development = consumptive use, delayed by one month

(2) Historic stream gain (delayed return flows) to Roaring Fork River associated with irrigation of 137.2 acres under the Robinson Ditch. Replaced by Ruedi Reservoir releases when out of priority.
(3) Historic stream gain (surface return flows) to Blue Creek associated with irrigation of 137.2 acres under the Robinson Ditch. Replaced by continued diversions at Robinson Ditch, returned to Blue Creek.
(4) Augmentation supply for out-of-priority depletions at full build-out (604 EQR). The Basalt Conduit is in priority during the months of December through March, and in May.
(5) Favre Domestic Pipeline historic stream depletion credits to Roaring Fork River for 364 EQR. See also Table 3.
(6) Robinson Ditch historic consumptive-use credits from dry-up. See also Table 3.
(7) Ruedi Reservoir releases plus 5% for transit loss
(8) Continued Robinson Ditch diversions, which shall be measured and returned to Blue Creek to replace historic surface return flows.

See also table depicting Robinson Ditch Historic Stream Depletions, Exhibit E hereto, which is incorporated herein by this reference.

B. Conditions to Be Imposed upon the El Jebel Augmentation Plan

1. The above augmentation requirements are based upon specific assumptions as to lawn size, wastewater treatment systems, and irrigated acreage, as contained in the Applicant's engineering report. If those assumptions materially change, these augmentation requirements and the amount of excess consumptive-use credits will be adjusted based on actual water usage.

2. Diversions made under the Robinson Ditch water rights will be limited to the amount physically and legally available at the original Robinson Ditch headgate.

C.

TABLE 2
AUGMENTATION OPERATION PLAN
MISSOURI HEIGHTS WELLS
VALUES IN ACRE-FEET

MONTH	STREAM DEPLETIONS	BLUE CREEK AUGMENTATION	COLORADO RIVER AUGMENTATION	
		FAVRE DOM. PIPELINE	ROBINSON DITCH	RUEDI RES. RELEASE
	(1)	(2)	(3)	(4)
JAN	1.96	1.96	0.00	0.00
FEB	1.96	1.96	0.00	0.00
MAR	1.96	1.96	0.00	0.00
APR	1.96	1.96	1.96	0.00
MAY	1.96	1.96	0.00	0.00
JUN	1.96	1.96	1.96	0.00
JUL	1.96	1.96	1.96	0.00
AUG	1.96	1.96	1.96	0.00
SEP	1.96	1.96	1.96	0.00
OCT	1.96	1.96	0.00	2.06
NOV	1.96	1.96	0.00	2.06
DEC	1.96	1.96	0.00	0.00
TOTAL	23.52	23.52	9.80	4.12

(1) Stream depletions associated with Missouri Heights Wells and distributed equally by month for delayed impact (per Glover analysis)

(2) By-pass of historic Blue Creek depletions at Favre Domestic Pipeline. Historically the Favre Domestic Pipeline depleted Blue Creek by 142.82 AF.

(3) Robinson Ditch historic consumptive-use credits from dry-up. See also Table 3.

(4) Ruedi Reservoir releases plus 5% for transit loss

NOTE: All Colorado River augmentation of Missouri Heights wells is accomplished by Robinson Ditch historic consumptive-use credits and Ruedi Reservoir releases.

D. Conditions to be Imposed Upon the Missouri Heights Augmentation Plan

1. The above augmentation requirements are based upon specific assumptions as to lawn size, wastewater treatment systems, and irrigated acreage, as contained in the Applicant's engineering report. If those assumptions materially change, these augmentation requirements and the amount of excess consumptive-use credits will be adjusted based on actual water usage. In the event evaporative systems are used, depletions associated with in-house use under that system shall be deemed 100%.

2. Diversions made under the Robinson Ditch water rights will be limited to the amount physically and legally available at the original Robinson Ditch headgate.

E. **Measurement**

1. Continued Robinson Ditch diversions to replace historic Blue Creek return flows (see Table 1) shall be measured and returned to Blue Creek.

2. Favre Domestic Pipeline Augmentation releases under the El Jebel and Missouri Heights plans shall be measured through a parshall flume or weir acceptable to the Division Engineer.

F. A schematic drawing which summarizes the above Tables 1 and 2 and the complete augmentation plan decreed herein is Exhibit C hereto, which is incorporated herein by this reference. A summary of the water requirements for the

above-described El Jebel and Missouri Heights plans is Exhibit D hereto, which is incorporated herein by this reference.

Claim for Excess Consumptive-use Credit

10. The Applicant claims excess historic consumptive-use credits in and to the Robinson Ditch and Favre Domestic Pipeline apart from what is being committed to the augmentation plan described herein. These are as follows:

TABLE 3
EXCESS CONSUMPTIVE USE CREDITS
ROBINSON DITCH AND FAVRE DOMESTIC PIPELINE
VALUES IN ACRE-FEET

MONTH	ROBINSON DITCH				FAVRE DOMESTIC PIPELINE					
	AMOUNT AVAIL.	AMOUNT DEDICATED		EXCESS AMOUNT	AMOUNT AVAIL. BLUE CREEK	DEDICATED MISSOURI HEIGHTS	EXCESS AMOUNT (BLUE CREEK)	AMOUNT AVAIL. R.F.RIVER	DEDICATED EL JEBEL	EXCESS AMOUNT (ROARING FORK RIVER)
		EL JEBEL	MISSOURI HEIGHTS							
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
JAN	0.00	0.00	0.00	0.00	9.69	1.96	7.73	2.62	0.00	2.62
FEB	0.00	0.00	0.00	0.00	8.76	1.96	6.80	1.13	0.00	1.13
MAR	0.00	0.00	0.00	0.00	9.69	1.96	7.73	1.80	0.00	1.80
APR	10.40	1.50	1.96	6.94	10.31	1.96	8.35	2.16	2.16	0.00
MAY	119.20	0.00	0.00	119.20	15.13	1.96	13.17	7.54	0.00	7.54
JUN	120.90	7.44	1.96	111.50	16.23	1.96	14.27	9.71	9.71	0.00
JUL	80.70	8.36	1.96	70.38	16.19	1.96	14.23	10.95	10.95	0.00
AUG	15.60	7.76	1.96	5.88	13.91	1.96	11.95	9.33	9.33	0.00
SEP	13.20	7.00	1.96	4.24	12.97	1.96	11.01	8.61	8.61	0.00
OCT	0.00	0.00	0.00	0.00	10.87	1.96	8.91	6.15	6.15	0.00
NOV	0.00	0.00	0.00	0.00	9.38	1.96	7.42	3.84	3.84	0.00
DEC	0.00	0.00	0.00	0.00	9.69	1.96	7.73	3.36	0.00	3.36
TOTAL	360.00	40.68	9.80	309.52	142.82	23.52	119.30	67.20	50.75	16.45

(1) Historic stream depletion available from dry-up of 137.2 acres (including historic delayed return flows totaling 111.03 AF). Delayed return flows to the Roaring Fork River of 102.6 AF in October and Novemberare fully replaced by Ruedi Reservoir releases under the subject plan for augmentation. See Table 1, Columns 2 and 7.

(2) Amount dedicated to El Jebel augmentation (see Table 1).

(3) Amount dedicated to Missouri Heights augmentation (see Table 2).

(4) (1);(2)-(3). The total credit available for future use is 309.52 AF.

(5) Historic depletions to Blue Creek associated with 364 EQR El Jebel development.

(6) Amount dedicated to Blue Creek augmentation for Missouri Heights well depletions (see Table 2).

(7) (5)-(6). Excess consumptive-use credits available to Blue Creek.
(8) Historic depletions to Roaring Fork River associated with 364 EQR El Jebel Development (see Table 1).
(9) Amount of said 67.20 AF of C.U. credit dedicated to augmentation of Roaring Fork River depletions associated with 604 EQR El Jebel Development (see Table 1).
(10) (8)-(9). Excess Favre consumptive-use credits available to Roaring Fork River.

11. The Favre Domestic Pipeline makes diversions of water tributary to Blue Creek and transports the diversions out of the Blue Creek drainage. Thus, the Favre diversions were 100% depletive to Blue Creek; the annual historic depletions to Blue Creek totalled 142.82 AF. The historic depletions to the Roaring Fork River below its confluence with Blue Creek were 67.20 AF annually. *See also* Exhibit C hereto. The 67.20 AF of Favre Domestic Pipeline depletions are entitled to preferred beneficiary releases from Green Mountain Reservoir. *See e.g.*, column (8), Table 3.

50.75 AF of the preferred beneficiary credits are dedicated to the El Jebel plan for augmentation decreed herein (*see e.g.*, column (9), Table 3), leaving 16.45 AF of the historic preferred beneficiary credits available for future augmentation or other use during the periods December through March and in May, as allocated in column (10), Table 3, and as may be approved in a future Court decree or substitute supply plan.

To prevent an enlargement of use of the Favre credits, future use of the remaining 119.30 AF of Blue Creek credits to augment Blue Creek (142.82 less the 23.52 AF dedicated to the within plan to augment Blue Creek for the Missouri Heights wells, *see* Table 2) will require one-for-one replacement to the Roaring Fork River below the Blue Creek confluence when a senior call is on. Replacement may be made (for example) by use of remaining Favre Roaring Fork River credits (*see e.g.*, column (10), Table 3), Robinson Ditch Credits (*see e.g.*, column (4), Table 3), or Ruedi Reservoir releases, pursuant to a Court decree or approved substitute supply plan.

Stipulations

12. The Snowmass Water and Sanitation District has agreed to withdraw its Statement of Opposition upon the entry of this decree. In settlement of the objections of the Snowmass Water and Sanitation District and in consideration for the withdrawal of its Statement of Opposition, the Basalt Water Conservancy District

(BWCD), the applicant in this matter, agrees that all water service provided by BWCD under the Basalt Conduit water right, conditionally decreed in Case No. 4613, Garfield County District Court on August 3, 1959, as changed herein or as may be made the subject of future water right change proceedings, shall be limited to the amount of water available in priority at the original point of diversion for the subject water right, and BWCD, or those entitled to use the BWCD's decrees, may not call on any greater amount at the new point of diversion. BWCD shall request the State Engineer to estimate any conveyance losses between this original point and any alternate point and such estimate shall be deducted from this amount in each case. BWCD, or those entitled to use its decrees, may call on any additional sources of supply that may be available at an alternate point of diversion, but not at the original point of diversion, only as against water rights which are junior to the date of the application for the given alternate point of diversion. BWCD shall incorporate the limitations of this paragraph into all future water allotment or use contracts.

Conditions to be Imposed Upon the Subject Change of Water Right and Augmentation Plan

13. All water service provided by the Basalt Water Conservancy District, under the Basalt Conduit water right as referenced in paragraph 5A, shall be limited to the amount of water available in priority at the original point of diversion for the subject water right. BWCD, or those entitled to use the BWCD's decrees, may not call on any greater amount at the new point of diversion. Conveyance losses will be estimated by the State Engineer between this original point and the alternate point of diversion and the loss shall be deducted from this amount.

14. Diversions made under the Robinson Ditch water rights will be limited to the amount physically and legally available at the original Robinson Ditch headgate.

15. Diversions at the Basalt Conduit (when constructed) at the location described in paragraph I5A(2) herein will be reduced

to accommodate the diversions under that right at the alternate points of diversion described herein.

16. Except as otherwise provided herein, land associated with the decreed dry-up credits dedicated to the plan for augmentation will be permanently taken out of production, and the associated water rights will not be utilized on any other lands. As land is removed from production for future residential and commercial development, the area will be mapped and monumented according to the requirements of the Division Engineer.

17. Use of excess consumptive use credits from the Robinson Ditch and Favre Domestic Pipeline, Spring Nos. 1 and 2, (see Table 3)at locations different from or for additional uses than those described herein (see e.g., paragraphs I.5.B., I.8.A. and Tables 1 and 2), shall require subsequent approval by the Court or the State Engineer.

18. Pursuant to 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.

II. CONCLUSIONS OF LAW

1. The foregoing Findings of Fact and Stipulations are fully incorporated herein.

2. Notice of the Application was properly given, and the Court has jurisdiction over the Application and over all persons or entities who had standing to appear, even though they did not do so. BWCD has fulfilled all jurisdictional requirements for adjudication of the Application, including C.R.S. §§ 37-92-302 and -305(6).[1]

---

[1] The subject Application was filed before enactment of House Bill 96-1044 (now codified at C.R.S. §37-92-306(6)), and BWCD has fulfilled all jurisdictional requirements of C.R.S. §37-92-305(6) effective when the Application was filed.

3. The 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.

4. The Applicant has fulfilled all legal requirements necessary for the Court to confirm the described alternate points of diversion for the Basalt Conduit, the changed use of the Robinson Ditch and the Favre Domestic Pipeline for augmentation, and the plan for augmentation described herein. Diversions at the alternate points of diversion, the said change of the Robinson Ditch and Favre Domestic Pipeline, and operation of the described augmentation plan will not result in injury to other vested or decreed conditional water rights.

III. JUDGMENT AND DECREE

1. The foregoing Findings of Fact and Conclusions of Law are incorporated herein.

2. The Court hereby grants the said alternate points of diversion of the Basalt Conduit, the said changed use of the Robinson Ditch and Favre Domestic Pipeline for augmentation, and the plan of augmentation described above, subject to the terms and conditions set forth herein.

3. In consideration of the specific Findings and Conclusions made herein and in conformance with C.R.S. § 37-92-304(a), as amended, the approval of the matters decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested rights of others for a period of five (5) years to commence upon 80% buildout of the 604 EQR at El Jebel. If no petition for reconsideration is filed within the said five (5) years, the retention of jurisdiction for this purpose shall automatically expire.

4. IT IS ACCORDINGLY ORDERED that this Decree shall be filed with the Water Clerk and shall be effective upon such filing, subject to judicial review pursuant to C.R.S. §37-92-304.

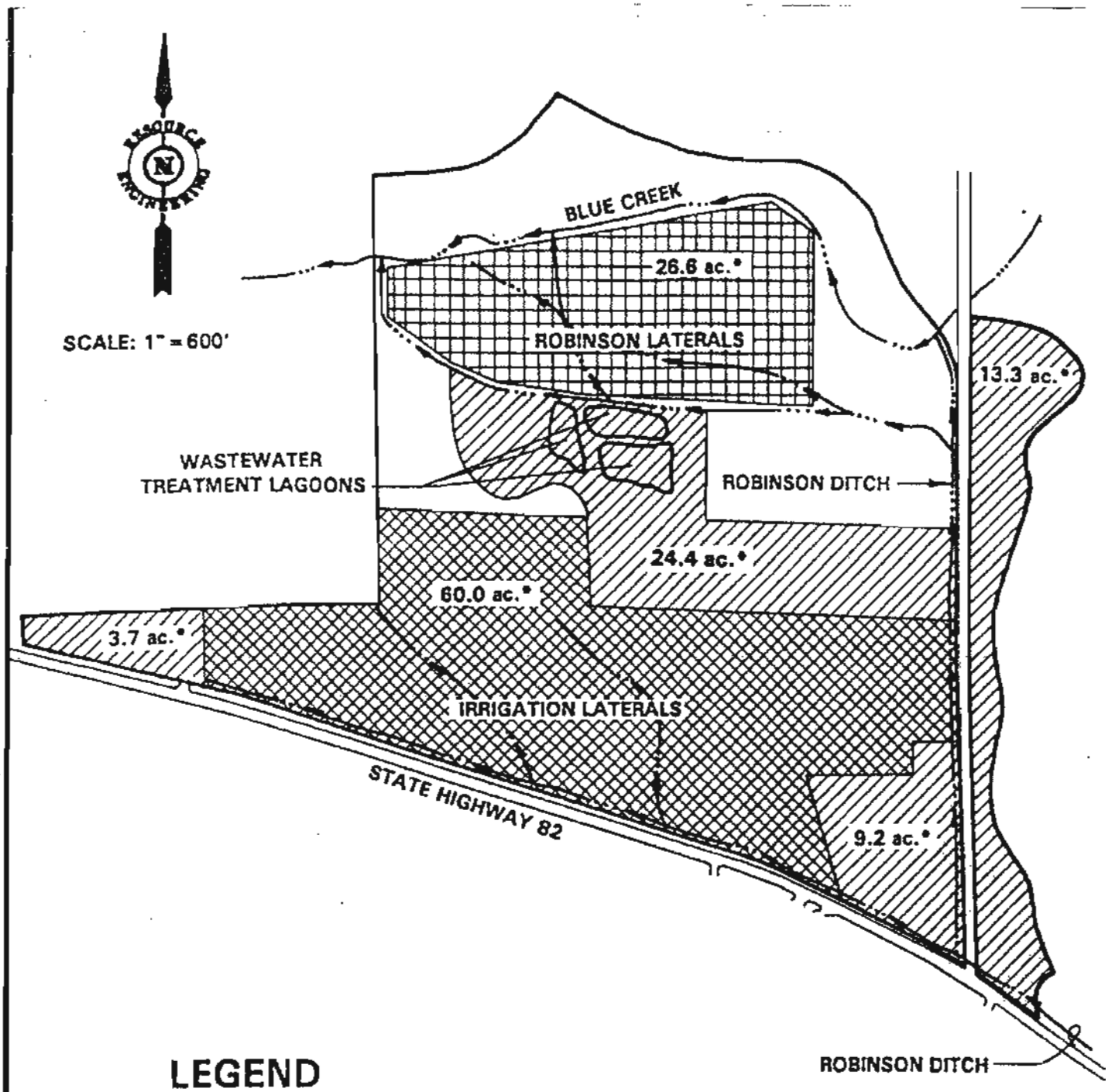
5. IT IS FURTHER ORDERED that a copy of the Decree shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Done at the City of Glenwood Springs, Colorado, this 30th day of July, 1998.

BY THE COURT:

Thomas W. Ossola

Thomas W. Ossola
Water Judge



LEGEND

TREATED WASTEWATER LAND APPLICATION AREA (26.6 ac.)

EXISTING DRY UP (50.6 ac.)

FUTURE (PROPOSED) DRY UP (60.0 ac.)

* APPROXIMATE ACREAGE

FIGURE 2

HISTORIC IRRIGATED LAND ROBINSON DITCH

BWCD - BLUE CREEK AUG. PLAN

JOB NO. 033-5.2.3 | DATE: DECEMBER 1993

RESOURCE ENGINEERING INC
802 Grand Ave, Suite 302 ■ Glenwood Springs, CO 81601
(303) 945-6777 ■ Fax 945-1137

EXHIBIT 1

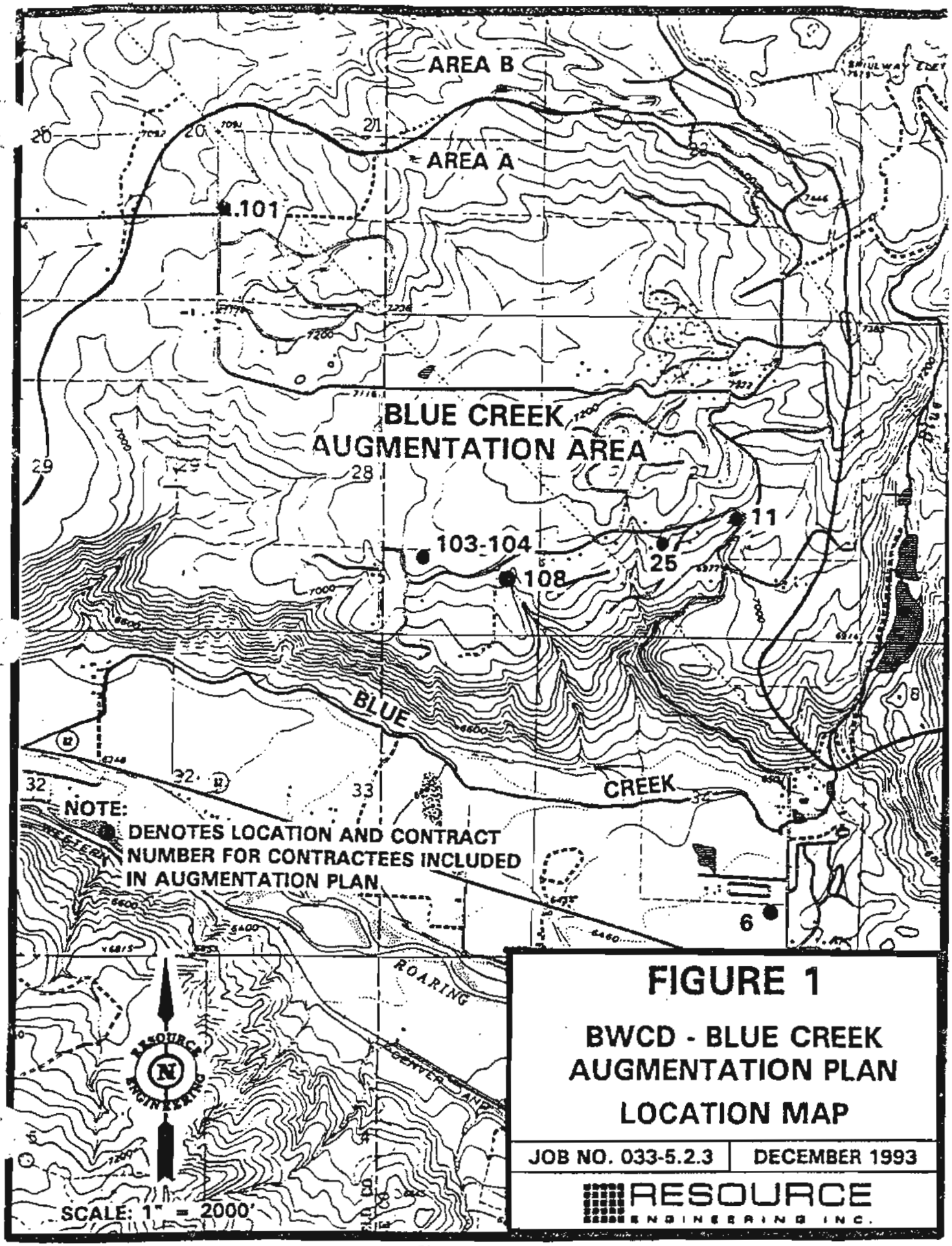


FIGURE 1

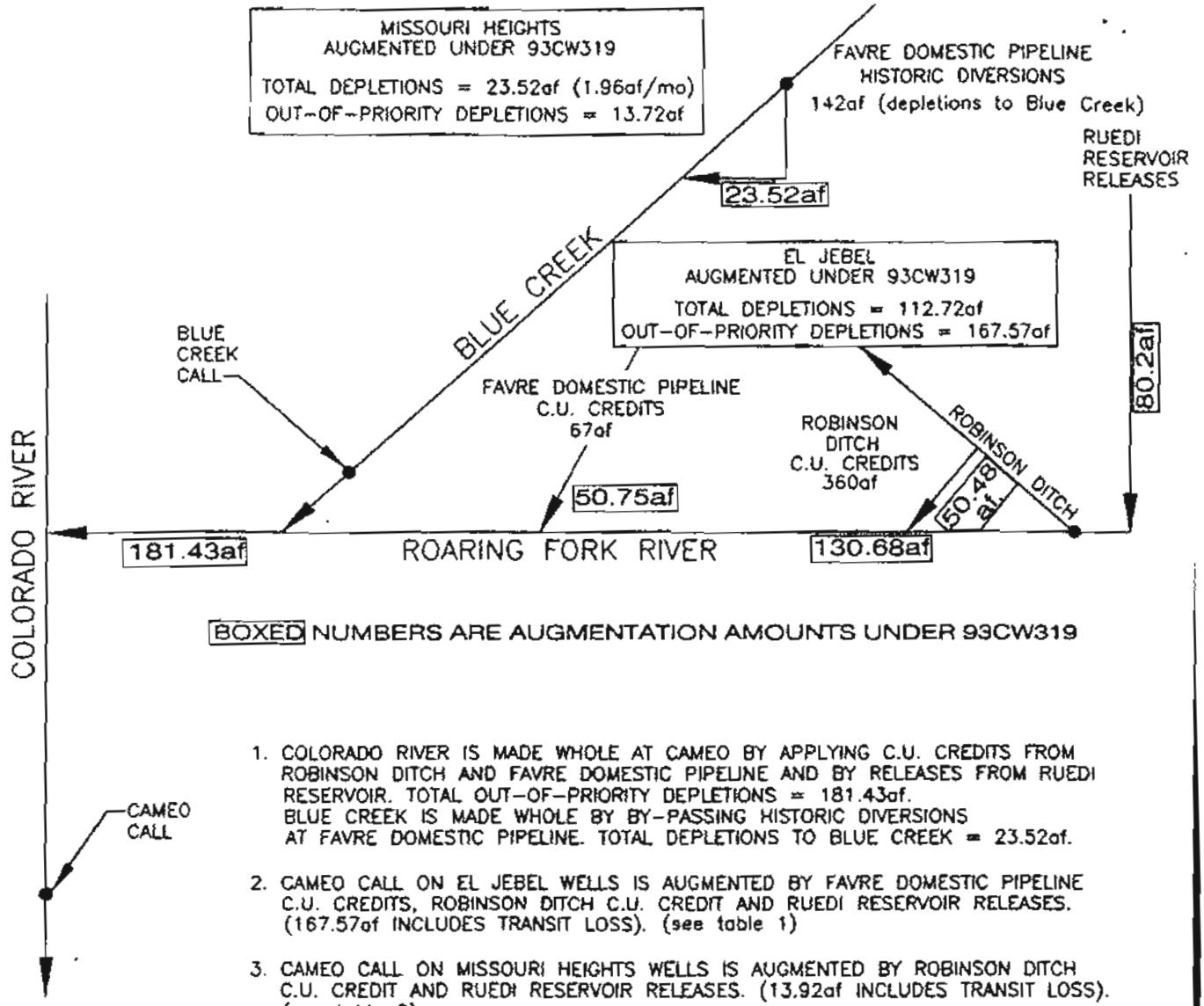
BWCD - BLUE CREEK AUGMENTATION PLAN

LOCATION MAP

JOB NO. 033-5.2.3	DECEMBER 1993

RESOURCE ENGINEERING INC.

EXHIBIT B



BOXED NUMBERS ARE AUGMENTATION AMOUNTS UNDER 93CW319

CAMEO
CALL

1. COLORADO RIVER IS MADE WHOLE AT CAMEO BY APPLYING C.U. CREDITS FROM ROBINSON DITCH AND FAVRE DOMESTIC PIPELINE AND BY RELEASES FROM RUEDI RESERVOIR. TOTAL OUT-OF-PRIORITY DEPLETIONS = 181.43af.
   BLUE CREEK IS MADE WHOLE BY BY-PASSING HISTORIC DIVERSIONS AT FAVRE DOMESTIC PIPELINE. TOTAL DEPLETIONS TO BLUE CREEK = 23.52af.
2. CAMEO CALL ON EL JEBEL WELLS IS AUGMENTED BY FAVRE DOMESTIC PIPELINE C.U. CREDITS, ROBINSON DITCH C.U. CREDIT AND RUEDI RESERVOIR RELEASES. (167.57af INCLUDES TRANSIT LOSS). (see table 1)
3. CAMEO CALL ON MISSOURI HEIGHTS WELLS IS AUGMENTED BY ROBINSON DITCH C.U. CREDIT AND RUEDI RESERVOIR RELEASES. (13.92af INCLUDES TRANSIT LOSS). (see table 2)
4. BLUE CREEK CALL ON MISSOURI HEIGHTS WELLS IS SATISFIED BY BY-PASS OF 23.52af OF HISTORIC DIVERSIONS AT FAVRE DOMESTIC PIPELINE. (see table 2)
   NOTE: THIS DEALS WITH BLUE CREEK ONLY. ALL OUT-OF-PRIORITY DEPLETIONS ARE AUGMENTED PER 3 ABOVE.
5. REPLACEMENT OF 76.54af OF LOST HISTORIC RETURN FLOWS FROM ROBINSON DITCH DRY-UP ARE REPLACED BY RUEDI RESERVOIR RELEASES (INCLUDES TRANSIT LOSS) AND ARE INCLUDED IN EL JEBEL AUGMENTATION. (see table 1)

JOB NUMBER: 033-5.2.3	DRAWN BY: DLS	FILE: D:\CLIENT\033\BLUE-CREEK-AUG-PLAN.DWG	
DATE: JUNE 29, 1998	CHECKED BY: PSB	SCALE: NOT TO SCALE	
RESOURCE ENGINEERING, INC.	BASALT WATER CONSERVANCY DISTRICT	BLUE CREEK PLAN FOR AUGMENTATION	93CW319

EXHIBIT C

TABLE 2
WATER REQUIREMENTS
EL JEBEL

MONTH	WATER DEMAND			CONSUMPTIVE USE				
	IN-HOUSE (1)	LAWN IRR. (2)	TOTAL (3)	IN-HOUSE (4)	LAWN IRR. (5)	LAND APPL. (6)	POND EVAP. (7)	TOTAL (8)
January	16.09	0.00	16.09	0.80	0.00	0.00	0.00	0.80
February	14.53	0.00	14.53	0.73	0.00	0.00	0.14	0.87
March	16.09	0.00	16.09	0.80	0.00	0.00	0.27	1.07
April	15.57	1.62	17.19	0.78	1.30	1.66	0.45	4.19
May	16.09	9.86	25.95	0.80	7.89	10.09	0.78	19.56
June	15.57	12.46	28.03	0.78	9.97	12.75	1.31	24.81
July	16.09	11.82	27.91	0.80	9.46	12.10	1.60	23.96
August	16.09	7.66	23.75	0.80	6.13	7.84	1.47	16.24
September	15.57	6.52	22.09	0.78	5.22	6.67	1.12	13.79
October	16.09	2.10	18.19	0.80	1.67	2.15	0.69	5.31
November	15.57	0.00	15.57	0.78	0.00	0.00	0.42	1.20
December	16.09	0.00	16.09	0.80	0.00	0.00	0.12	0.92
TOTAL	189.44	52.04	241.48	9.45	41.64	53.26	8.37	112.72

(1) In-house use for 604 EQR at 280 GPD per EQR
(2) Lawn irrigation of 20.8 acres at 2.5 acre-feet/acre
(3) Column (1) plus column (2)
(4) Consumptive use of in-house water at five percent, column (1) X 0.5
(5) Consumptive use of lawn irrigation water at 2.0 acre feet/acre
(6) Consumptive use of WWTP effluent applied to 26.6 acres
(7) Evaporation losses from 3.3 surface acres of sewage lagoons
(8) Column (4) plus column (5) plus column 6 plus column 7

BASALT WATER CONVERSANCY DISTRICT

Water User: PURCHARD

Analysis Date :NOVEMBER, 1993

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.100	0.000	0.000	0.000	0.000	0.100	0.015	0.000	0.000	0.000	0.000	0.016
February	0.090	0.000	0.000	0.000	0.000	0.090	0.014	0.000	0.000	0.000	0.000	0.014
March	0.100	0.000	0.000	0.000	0.000	0.100	0.015	0.000	0.000	0.000	0.000	0.016
April	0.097	0.000	0.014	0.000	0.000	0.111	0.015	0.000	0.011	0.000	0.000	0.027
May	0.100	0.000	0.155	0.000	0.000	0.254	0.015	0.000	0.124	0.000	0.000	0.146
June	0.097	0.000	0.202	0.000	0.000	0.298	0.015	0.000	0.161	0.000	0.000	0.185
July	0.100	0.000	0.189	0.000	0.000	0.289	0.015	0.000	0.151	0.000	0.000	0.174
August	0.100	0.000	0.120	0.000	0.000	0.220	0.015	0.000	0.096	0.000	0.000	0.116
September	0.097	0.000	0.103	0.000	0.000	0.199	0.015	0.000	0.082	0.000	0.000	0.101
October	0.100	0.000	0.026	0.000	0.000	0.126	0.015	0.000	0.020	0.000	0.000	0.037
November	0.097	0.000	0.000	0.000	0.000	0.097	0.015	0.000	0.000	0.000	0.000	0.015
December	0.100	0.000	0.000	0.000	0.000	0.100	0.015	0.000	0.000	0.000	0.000	0.016
TOTALS ----->	1.176	0.000	0.808	0.000	0.000	1.984	0.176	0.000	0.646	0.000	0.000	0.864

(1) # of Residences 3
persons/residence 3.5
gallons/person/day 100

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 15000
Lawn Application Rate (af/ac) 2.331

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 80
Consumption of Irrig. (af/ac) 1.865

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7000

* (12) Total Includes 5% Transit Loss

BASALT WATER CONSERVANCY DISTRICT

Water User : Aspen Mesa Homeowners Association

Analysis Date : Apr-87

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	3.010	0.000	0.000	0.000	0.000	3.010	0.452	0.000	0.000	0.000	0.000	0.474
February	2.719	0.000	0.000	0.000	0.000	2.719	0.408	0.000	0.000	0.000	0.000	0.428
March	3.010	0.000	0.000	0.000	0.000	3.010	0.452	0.000	0.000	0.000	0.000	0.474
April	2.913	0.000	0.197	0.000	0.000	3.110	0.437	0.000	0.148	0.000	0.000	0.614
May	3.010	0.000	3.032	0.000	0.000	6.042	0.452	0.000	2.274	0.000	0.000	2.862
June	2.913	0.000	4.008	0.000	0.000	6.921	0.437	0.000	3.006	0.000	0.000	3.615
July	3.010	0.000	3.734	0.000	0.000	6.744	0.452	0.000	2.801	0.000	0.000	3.415
August	3.010	0.000	2.352	0.000	0.000	5.363	0.452	0.000	1.764	0.000	0.000	2.327
September	2.913	0.000	2.014	0.000	0.000	4.927	0.437	0.000	1.510	0.000	0.000	2.045
October	3.010	0.000	0.447	0.000	0.000	3.457	0.452	0.000	0.335	0.000	0.000	0.826
November	2.913	0.000	0.000	0.000	0.000	2.913	0.437	0.000	0.000	0.000	0.000	0.459
December	3.010	0.000	0.000	0.000	0.000	3.010	0.452	0.000	0.000	0.000	0.000	0.474
TOTALS ----->	35.444	0.000	15.784	0.000	0.000	51.228	5.317	0.000	11.838	0.000	0.000	18.012

(1) # of Residences 113
persons/residence 3.5
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 282500
Lawn Application Rate (af/ac) 2.413

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 0

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 75
Consumption of Irrig. (af/ac) 1.810

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7200

* (12) Total Includes 5% Transit Loss

BASALT WATER CONVERSANCY DISTRICT

Water User: OLSON 103
Analysis Date :OCTOBER, 1989

WATER REQUIREMENTS
(acre feet)

Month	Total Demand (1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	Consumptive Use (7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
January	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
February	0.027	0.000	0.000	0.000	0.004	0.031	0.004	0.000	0.000	0.000	0.004	0.008
March	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
April	0.029	0.000	0.018	0.000	0.004	0.044	0.004	0.000	0.008	0.000	0.004	0.017
May	0.030	0.000	0.422	0.000	0.004	0.457	0.005	0.000	0.338	0.000	0.004	0.364
June	0.029	0.000	0.568	0.000	0.004	0.602	0.004	0.000	0.455	0.000	0.004	0.486
July	0.030	0.000	0.526	0.000	0.004	0.560	0.005	0.000	0.421	0.000	0.004	0.451
August	0.030	0.000	0.327	0.000	0.004	0.362	0.005	0.000	0.262	0.000	0.004	0.284
September	0.029	0.000	0.281	0.000	0.004	0.315	0.004	0.000	0.225	0.000	0.004	0.245
October	0.030	0.000	0.051	0.000	0.004	0.085	0.005	0.000	0.041	0.000	0.004	0.052
November	0.029	0.000	0.000	0.000	0.004	0.034	0.004	0.000	0.000	0.000	0.004	0.009
December	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
TOTALS ----->	0.358	0.000	2.186	0.000	0.049	2.594	0.054	0.000	1.749	0.000	0.049	1.944

(1) # of Residences 1
persons/residence 4
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 43560
Lawn Application Rate (af/ac) 2.159

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 4

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 80
Consumption of Irrig. (af/ac) 1.727

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7500

* (12) Total Includes 5% Transit Loss

BASALT WATER CONVERSANCY DISTRICT

Water User: GODDARD 104
Analysis Date :OCTOBER, 1989

WATER REQUIREMENTS
(acre feet)

Month	(1) Domestic In-house	(2) Commercial or Other	(3) Lawn Irrigation	(4) Crop Irrigation	(5) Livestock	(6) TOTAL	(7) Domestic In-house	(8) Commercial or Other	(9) Lawn Irrigation	(10) Crop Irrigation	(11) Livestock	(12) TOTAL *
	Total Demand						Consumptive Use					
January	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
February	0.027	0.000	0.000	0.000	0.004	0.031	0.004	0.000	0.000	0.000	0.004	0.008
March	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
April	0.029	0.000	0.010	0.000	0.004	0.044	0.004	0.000	0.008	0.000	0.004	0.017
May	0.030	0.000	0.422	0.000	0.004	0.457	0.005	0.000	0.338	0.000	0.004	0.364
June	0.029	0.000	0.568	0.000	0.004	0.602	0.004	0.000	0.455	0.000	0.004	0.486
July	0.030	0.000	0.526	0.000	0.004	0.560	0.005	0.000	0.421	0.000	0.004	0.451
August	0.030	0.000	0.327	0.000	0.004	0.362	0.005	0.000	0.262	0.000	0.004	0.284
September	0.029	0.000	0.281	0.000	0.004	0.315	0.004	0.000	0.225	0.000	0.004	0.245
October	0.030	0.000	0.051	0.000	0.004	0.085	0.005	0.000	0.041	0.000	0.004	0.052
November	0.029	0.000	0.000	0.000	0.004	0.034	0.004	0.000	0.000	0.000	0.004	0.009
December	0.030	0.000	0.000	0.000	0.004	0.035	0.005	0.000	0.000	0.000	0.004	0.009
TOTALS ----->	0.358	0.000	2.186	0.000	0.049	2.594	0.054	0.000	1.749	0.000	0.049	1.944

(1) # of Residences 1
persons/residence 4
gallons/person/day 80

(2) Commercial/Other Demand (af) 0.000

(3) Sq. Ft. of Lawn Irrigated 43560
Lawn Application Rate (af/ac) 2.159

(4) Acres of Crop Irrigated 0.00
Crop Application Rate (af/ac) 0.000

(5) # of Livestock @ 11 gals/day 4

(7) % CU for Domestic/Commercial 15

(9) % Lawn Irrig. Efficiency 80
Consumption of Irrig. (af/ac) 1.727

(10) % Crop Irrig. Efficiency 30
Consumption of Irrig. (af/ac) 0.000

(9-10) Elevation (feet) 7500

* (12) Total Includes 5% Transit Loss

TABLE A
ROBINSON DITCH HISTORIC STREAM DEPLETIONS

MONTH	IRRIGATION WATER APPLIED	DELAYED RETURN FLOWS		NET STREAM DEPLETIONS
		ROARING FORK	BLUE CREEK	
JANUARY	0.0	7.8	0.0	-7.8
FEBRUARY	0.0	3.7	0.0	-3.7
MARCH	0.0	1.7	0.0	-1.7
APRIL	15.1	2.6	2.1	10.4
MAY	164.2	22.0	23.0	119.2
JUNE	214.5	63.6	30.0	120.9
JULY	200.8	92.0	28.1	80.7
AUGUST	127.6	94.1	17.9	15.6
SEPTEMBER	108.8	80.4	15.2	13.2
OCTOBER	27.0	61.5	3.8	-38.3
NOVEMBER	0.0	34.6	0.0	-34.6
DECEMBER	0.0	16.5	0.0	-16.5
TOTAL	858.0	480.5	120.1	257.4

Notes: 1) Irrigation water application per Table 6, Basalt Water Conservancy District Blue Creek Plan for Augmentation Report, December 10, 1993.

2) Delayed return flows based on Glover Analysis.

3) Negative stream depletion amounts indicated net stream gain.

EXHIBIT 15-A3

FILED
IN COMBINED COURT
GARFIELD COUNTY, CO
JAN 26 1999

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 98CW26 and 98CW89 (Consolidated)

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF BASALT WATER CONSERVANCY DISTRICT,

in Pitkin, Garfield and Eagle Counties, Colorado

This matter came before the Court upon the Basalt Water Conservancy District's Amended Application in Case No. 98CW26 for Change of Water Right and Plan for Augmentation, and the Application in Case No. 98CW89 for Change of Water Right and Plan for Augmentation, including Exchange (hereinafter collectively the "Applications").

The Water Judge referred the Applications to the undersigned as Water Referee for Water Division No. 5, State of Colorado, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as the Water Rights Determination and Administration Act of 1969.

The undersigned Referee has made such investigations as are necessary to determine whether or not the statements in the Applications are true, has become fully advised with respect to the subject matter of the Applications and has consulted with the Division Engineer for Water Division No. 5. The Referee hereby makes the following determination and ruling as the Referee in this matter.

I. FINDINGS OF FACT

1. Applicant filed an Application in Case No. 98CW26 for change of water right and plan for augmentation on February 26, 1998. Applicant filed an Amended Application in 98CW26 on March 4, 1998 to identify the counties where the wells are located. Applicant filed an Application in Case No. 98CW89 for change of water right and plan for augmentation, including exchange in Case No. 98CW89 on May 29, 1998. A Motion to Consolidate Case Nos. 98CW26 and 98CW89 was filed on September 9, 1998. An Order by the Water Referee for consolidation of these cases was signed on September 21, 1998.

2. The Applications were properly published in the resume for Water Division No. 5. All notices required by law have been made, and the Court has jurisdiction over the Applications, and over all of the parties in these consolidated cases.

3. None of the water rights or sources thereof involved in this case are located within a designated ground water basin.

4. No Statements of Opposition to the Amended Application in Case No. 98CW26 were filed. The time for filing such statements has expired. Twin Lakes Reservoir and Canal Company filed a timely Statement of Opposition to the Application in Case No. 98CW89. No other Statements of Opposition were filed, and the time for filing such statements has expired. Twin Lakes has consented to entry of this consolidated decree, as is evidenced by the Stipulation with the Applicant on file with the Court.

Claim for Change of Water Right: Alternate Points of Diversion of Basalt Conduit

5. Decreed Name of Structure For Which Changes Are Sought: Basalt Conduit

6. Information from Previous Decree:

A. Date Entered: June 20, 1958,
Case No. W-4613
Court: Garfield County District Court

Decreed Point of Diversion: The decreed headgate and point of diversion for the Basalt Conduit is located on the left side of the Frying Pan River in the NE¼ of the NW¼ of unsurveyed Section 18, T. 8 S., R. 84 W. of the 6th P.M. at the head of the outlet tube for Ruedi Reservoir whence the SW corner of Section 7 of T. 8 S., R. 84 W. of the 6th P.M. bears N. 79°00' W., a distance of 2,017.1 feet.

B. Source: The Frying Pan River, tributary to the Roaring Fork River, tributary to the Colorado River.

C. Appropriation Date: July 29, 1957
Amount: 450 cfs

D. Use: Generation of electricity, irrigation, domestic, municipal, stock watering, piscatorial and industrial.

7. Proposed Alternate Points of Diversion Requested in Case No. 98CW26: Applicant seeks an alternate point of diversion of the Basalt Conduit in the amount of 3.241 cfs (1458.15 gpm), which is the cumulative total of diversions at these described alternate points:

A. Wally No. 3 Well. Located in the SW¼ NE¼, Section 9, Township 8 South, Range 86 West, 6th P.M. at a point 1,500 feet from the North Section line and 1,950 feet from the East section line of said Section 9.

i. Well Permit: 42416-F
ii. Previous Decree: N/A
iii. Amount: 0.018 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.10
v. Eagle County

B. Wally No. 2 Well. Located in the SE¼ NE¼, Section 9, Township 8 South Range 86 West, 6th P.M. at a point 1,900 feet from the North section line and 850 feet from the East section line of said Section 9.

i. Well Permit: 42417-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.10
v. Eagle County

C. Wally No. 1 Well. Located in the SE¼ NE¼, Section 9, Township 8 South, Range 86 West, 6th P.M. at a point 1,650 feet from the North section line and 830 feet from the East Section line of said Section 9.

i. Well Permit: 42418-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.10
v. Eagle County

D. Tacker Well. Located in the NE¼ SW¼, Section 30, Township 7 South, Range 87 West, 6th. P.M. at a point 1,440 feet from the South Section line and 2,170 feet from the West Section line of said Section 30.

i. Well Permit: 32549-F
ii. Previous Decree: N/A
iii. Amount: 0.066 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.16
v. Garfield County

E. Oxenberg No. 1 Well. Located in the NE¼ SE¼, Section 32, Township 7 South, Range 87 West, 6th P.M. at a point 2,000 feet from the South Section line and 557 feet from the East Section line of said Section 32.

i. Well Permit: 33380-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs

iv. Basalt Water Conservancy District Contract No. 3.3.5.36a
v. Garfield County

F. Blue Well. Located in the NE¼ SW¼, Section 30, Township 7 South, Range 87 West, 6th P.M. at a point 1,378 feet from the South Section line and 1,979 feet from the West Section line of said Section 30.

i. Well Permit: 28155 -F
ii. Previous Decree: N/A
iii. Amount: 0.200 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.42
v. Garfield County

G. Owens No. 1 Well: Located in the NW¼ SW¼, Section 11, Township 8 South, Range 87 West, 6th P.M. at a point 1,550 feet from the South Section line and 850 feet from the West Section line of said Section 11.

i. Well Permit: 32317-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.65
v. Eagle County

H. Arlian Lot 1 Well: Located in the NW¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,470 feet from the South Section line and 2,165 feet from the East Section line of said Section 33.

i. Well Permit: 34392-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.71C
v. Eagle County

I. Arlian Lot 2 Well: Located in the SW¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,310 feet from the South Section line and 1,680 feet from the East Section line of said Section 33.

i. Well Permit: 34746-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.72b
v. Eagle County

J. Arlian Lot 3 Well: Located in the SW¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,275 feet from the South Section line and 1,800 feet from the East Section line of said Section 33.

i. Well Permit: 37629-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.73b
v. Eagle County

K. Arlian Lot 4 Well: Located in the SW¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,220 feet from the South Section line and 2,225 feet from the East Section line of said Section 33.

i. Well Permit: 37199-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.74c
v. Eagle County

L. Mann Well: Located in the NE¼ SW¼, Section 31, Township 7 South, Range 87 West, 6th P.M. at a point 1,500 feet from the South Section line and 3,450 feet from the East Section line of said Section 31.

i. Well Permit: 40470-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.78a
v. Garfield County

M. Groom Well: Located in the SE¼ SE¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 920 feet from the South Section line and 970 feet from the East Section line of said Section 35.

i. Well Permit: 33706-F
ii. Previous Decree: N/A
iii. Amount: 0.067 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.83a
v. Garfield County

N. Dag Well: Located in the NW¼ SE¼, Section 28, Township 7 South, Range 88 West, 6th P.M. at a point 1,700 feet from the South Section line and 2,100 feet from the East Section line of said Section 28.

i. Well Permit: 39575-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.84
v. Garfield County

O. Glassier Lot A Well: Located in the NE¼ SE¼, Section 3, Township 8 South, Range 87 West, 6th P.M. at a point 2,800 feet from the North Section line and 1,100 feet from the East Section line of said Section 3.

i. Well Permit: 34577-F
ii. Previous Decree: N/A
iii. Amount: 0.056 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.87a
v. Eagle County

P. Glassier Lot B Well: Located in the SE¼ NE¼, Section 3, Township 8 South, Range 87 West, 6th P.M. at a point 2,750 feet from the South Section line and 800 feet from the East Section line of said Section 3.

i. Well Permit: 46957-F
ii. Previous Decree: N/A
iii. Amount: 0.056 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.88C
v. Eagle County

Q. Glassier Lot C Well: Located in the NE¼ SE¼, Section 3, Township 8 South, Range 87 West, 6th P.M. at a point 2,750 feet from the South Section line and 400 feet from the East Section line of said Section 3.

i. Well Permit: 35793-F
ii. Previous Decree: N/A
iii. Amount: 0.056 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.89c
v. Eagle County

R. Lambert Well: Located in the SE¼ SE¼, Section 17, Township 8 South, Range 86 West, 6th P.M. at a point 1,000 feet from the South Section line and 250 feet from the East Section line of said Section 17.

i. Well Permit: 101418
ii. Previous Decree: N/A

iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.91
v. Pitkin County

S. Valley Well: Located in the SE¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 800 feet from the South Section line and 1,225 feet from the East Section line of said Section 33.

i. Well Permit: 35385-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.96b
v. Eagle County

T. Tucker Well: Located in the NE¼ NE¼, Section 3, Township 8 South, Range 87 West, 6th P.M. at a point 1,000 feet from the North Section line and 100 feet from the East Section line of said Section 3.

i. Well Permit: 35792-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No.3.3.5.97
v. Eagle County

U. Eubank Well: Located in the NW¼ NW¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 1,200 feet from the North Section line and 1,150 feet from the West Section line of said Section 35.

i. Well Permit: 41424-F
ii. Previous Decree: N/A
iii. Amount: 0.066 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.98
v. Garfield County

V. Red Hill #1 Well: Located in the NW¼ NW¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 1,250 feet from the North Section line and 600 feet from the West Section line of said Section 27.

i. Well Permit: 40907-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.106
v. Garfield County

W. Reed Well: Located in the SW¼ SE¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 820 feet from the South Section line and 2,150 feet from the East Section line of said Section 2.

i. Well Permit: 43537-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.111a
v. Eagle County

X. Seamons Well: Located in the SW¼ SE¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 440 feet from the South Section line and 2,800 feet from the West Section line of said Section 2.

i. Well Permit: 41961-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.112b
v. Eagle County

Y. Pinkham Well: Located in the NW¼ SE¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,515 feet from the South Section line and 1,570 feet from the East Section line of said Section 2.

i. Well Permit: 43324-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.116b
v. Eagle County

Z. Jewkes Well: Located in the SW¼ SE¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,280 feet from the South Section line and 2,150 feet from the East Section line of said Section 2.

i. Well Permit: 43553-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.117b
v. Eagle County

AA. Altenbernd Well: Located in the SW¼ SE¼, Section 33, Township 7 South Range 87 West, 6th P.M. at a point 700 feet from the South Section line and 1,400 feet from the East Section line of said Section 33.

i. Well Permit: 37637-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.121
v. Eagle County

BB. Laura J. 13/14 Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 2,630 feet from the South Section line and 2,800 from the East Section Line of said Section 2.

i. Well Permit: 46014-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.122a and 3.3.5.175a
v. Eagle County

CC. Waldorf Well: Located in the SW¼ NW¼, Section 32, Township 7 South, Range 87 West, 6th P.M., at a point 3,500 feet from the South Section line and 975 feet from the West Section line of said Section 32.

i. Well Permit: 48698-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.124a
v. Garfield County

DD. Christeleit HOA Well: Located in the NE¼ NW¼, Section 30, Township 6 South, Range 88 West, 6th P.M. at a point 4,850 feet from the South Section line and 3,400 feet from the East Section line of said Section 30.

i. Well Permit: 41374-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.127
v. Garfield County

EE. Christeleit Well No. 1: Located in the NE¼ NW¼, Section 30, Township 6 South, Range 88 West, 6th P.M. at a point 4,300 feet from the South Section line and 3,100 feet from the East Section line of said Section 30.

i. Well Permit: 42574-F
ii. Previous Decree: N/A
iii. Amount: 0.056 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.127
v. Garfield County

FF. Rudd Commercial Well: Located in the NE¼ SE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 2,450 feet from the South Section line and 1,010 feet from the East Section line of said Section 1.

i. Well Permit: 37778-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.129a
v. Garfield County

GG. Yates/McCoy Well: Located in the SW¼ SW¼, Section 1, Township 8 South, Range 86 West, 6th P.M. at a point 150 feet from the South Section line and 4,150 feet from the East Section line of said Section 1.

i. Well Permit: 41596-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.131a
v. Eagle County

HH. Gray Estates Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,500 feet from the South Section line and 2,780 feet from the East Section line of said Section 2.

i. Well Permit: 38070-F
ii. Previous Decree: N/A
iii. Amount: 0.066 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.134a
v. Eagle County

II. Hite Lot 5 Well: Located in the NW¼ NW¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 820 feet from the North Section line and 770 feet from the West Section line of said Section 35.

i. Well Permit: 47233-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.136a
v. Garfield County

JJ. Hite Lot 4 Well: Located in the SW¼ NW¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 2,000 feet from the North Section line and 465 feet from the West Section line of said Section 35.

i. Well Permit: 47231-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.136a
v. Garfield County

KK. Hite Lot 3 Well: Located in the SW¼ NW¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 1,550 feet from the North Section line and 520 feet from the West Section line of said Section 35.

i. Well Permit: 47230-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No.3.3.5.136a
v. Garfield County

LL. Hite Lot 2 Well: Located in the SE¼ NE¼, Section 34, Township 7 South, Range 88 West, 6th P.M. at a point 1,800 feet from the North Section line and 210 feet from the East Section line of said Section 34.

i. Well Permit: 47232-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.136a
v. Garfield County

MM. Westhoff Baker Well #1: Located in the SW¼ SW¼, Section 8, Township 7 South, Range 88 West, 6th P.M. at a point 1,251 feet from the South Section line and 4,624 feet from the East Section line of said Section 8.

i. Well Permit: 42347-F
ii. Previous Decree: N/A
iii. Amount: 0.223 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.139a
v. Garfield County

NN. Adams Well: Located in the SE¼ NE¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,700 feet from the West Section line and 1,700 feet from the West Section line of said Section 2.

i. Well Permit: 28236
ii. Previous Decree: N/A
iii. Amount: 0.067 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.146
v. Eagle County

OO. Evergreen Commercial Well: Located in the SE¼ SE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 1,100 feet from the South Section line and 750 feet from the East Section line of said Section 1.

i. Well Permit: 41152-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.147b
v. Garfield County

PP. Patton Well No. 1: Located in the SW¼ NE¼, Section 32, Township 7 South, Range 87 West, 6th P.M. at a point 2,850 feet from the South Section line and 1,650 feet from the East Section line of said Section 32.

i. Well Permit: 41847-F
ii. Previous Decree: 84CW384 and 84CW385
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.150
v. Garfield County

QQ. Patton Well No. 2: Located in the NW¼ SE¼, Section 32, Township 7 South, Range 87 West, 6th P.M. at a point 2,470 feet from the South Section line and 1,370 feet from the East Section line of said Section 32.

i. Well Permit: 37194-F

ii. Previous Decree: 89CW209
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No.3.3.5.151
v. Garfield County

RR. Patton Well No. 3: Located in the NE¼ SE¼, Section 32, Township 7 South, Range 87 West, 6th P.M. at a point 2,400 feet from the South Section line and 1,100 feet from the East Section line of said Section 32.

i. Well Permit: 37195-F
ii. Previous Decree: 89CW209
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No.3.3.5.152
v. Garfield County

SS. Laura J. Lot 8 Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 2,100 feet from the South Section line and 2,750 feet from the East Section line of said Section 2.

i. Well Permit: 43913-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.154
v. Eagle County

TT. Dreager Well #1: Located in the NW¼ NE¼, Section 31, Township 7 South, Range 87 West, 6th P.M. at a point 1,240 feet from the North Section line and 1,680 feet from the East Section line of said Section 31.

i. Well Permit: 39975-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.155a
v. Garfield County

UU. Dreager Well #2: Located in the NW¼ NE¼, Section 31, Township 7 South, Range 87 West, 6th P.M. at a point 1,240 feet from the North Section line and 1,730 feet from the East Section line of said Section 31.

i. Well Permit: 46998-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.155a

v. Garfield County

VV. Los Adobes Lot 1 & 2 Well: Located in the SE¼ NW¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 2,690 feet from the North Section line and 2,580 feet from the West Section line of said Section 27.

i. Well Permit: 48903-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs (Lots 1 & 2)
iv. Basalt Water Conservancy District Contract No. 3.3.5.160a
v. Garfield County

WW. Los Adobes Lot 3 & 4 Well: Located in the SE¼ NW¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 2,500 feet from the North Section line and 2,320 feet from the West Section line of said Section 27.

i. Well Permit: 48904-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs (Lots 3 & 4)
iv. Basalt Water Conservancy District Contract No. 3.3.5.161a
v. Garfield County

XX. Los Adobes Lot 5 & 6 Well: Located in the SE¼ NW¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 2,600 feet from the North Section line and 2,200 feet from the West Section line of said Section 27.

i. Well Permit: 48905-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs (Lots 5 & 6)
iv. Basalt Water Conservancy District Contract No. 3.3.5.162a
v. Garfield County

YY. Los Adobes Lot 7 Well: Located in the SE¼ NW¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 2,390 feet from the North Section line and 2,040 feet from the West Section line of said Section 27.

i. Well Permit: 48902-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs (Lot 7)
iv. Basalt Water Conservancy District Contract No. 3.3.5.163a
v. Garfield County

ZZ. Fulton Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 2,480 feet from the South Section line and 3,175 feet from the East Section line of said Section 2.

i. Well Permit: 41250-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.173a
v. Eagle County

AAA. Laura J. Lot 12 Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 2,200 feet from the South Section line and 2,250 feet from the West Section line of said Section 2.

i. Well Permit: 47967-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.174b
v. Eagle County

BBB. Brevetti Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 2,330 feet from the South Section line and 2,695 feet from the East Section line of said Section 2.

i. Well Permit: 42765-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.176a
v. Eagle County

CCC. Laura J. Lot 3 Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 1,500 feet from the South Section line and 2,280 feet from the West Section line of said Section 2.

i. Well Permit: 46106-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.177
v. Eagle County

DDD. Slattery Commercial Well: Located in the NE¼ NW¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 450 feet from the North Section line and 2,900 feet from the East Section line of said Section 27.

i. Well Permit: 42802-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.183
v. Garfield County

EEE. Kindell Well: Located in the NE¼ SE¼, Section 17, Township 8 South, Range 86 West, 6th P.M. at a point 1,700 feet from the South Section line and 1,300 feet from the East Section line of said Section 17.

i. Well Permit: 41092-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.186
v. Pitkin County

FFF. Laura J. Lot 5 Well: Located in the SE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 1,200 feet from the South Section line and 2,450 feet from the West Section line of said Section 2.

i. Well Permit: 42757-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.189a
v. Eagle County

GGG. Laura J. Lot 4 Well: Located in the SE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 1,050 feet from the South Section line and 3,000 feet from the East Section line of said Section 2.

i. Well Permit: 45664-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.190b
v. Eagle County

HHH. Burgess Lot 1 Well: Located in the SE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 315 feet from the South Section line and 2,803 feet from the East Section line of said Section 2.

i. Well Permit: 42219-F (Lot 1)

ii. Previous Decree: 92CW284
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.192
v. Eagle County

III. Burgess Lot 2 Well: Located in the SE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 121 feet from the South Section line and 2,749 feet from the East Section line of said Section 2.

i. Well Permit: 42220-F (Lot 2)
ii. Previous Decree: 92CW284
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.192
v. Eagle County

JJJ. Burgess Lot 3 Well: Located in the NW¼ NE¼, Section 11, Township 8 South, Range 87 West, 6th P.M. at a point 134 feet from the North Section line and 2,668 feet from the West Section line of said Section 11.

i. Well Permit: 42221-F (Lot 3)
ii. Previous Decree: 92CW284
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.192
v. Eagle County

KKK. Larsh Well: Located in the NE¼ NE¼, Section 19, Township 7 South, Range 88 West, 6th P.M. at a point 888 feet from the North Section line and 127 feet from the East Section line of said Section 19.

i. Well Permit: 47195-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.194
v. Garfield County

LLL. Bagen Well: Located in the SW¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,550 feet from the South Section line and 1,350 feet from the East Section line of said Section 1.

i. Well Permit: 157193
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.198

v. Garfield County

MMM. Laura J. Lot 6 Well: Located in the NE¼ SW¼, Section 2, Township 8 South, Range 87 West, 6th P.M. at a point 1,440 feet from the South Section line and 2,675 feet from the East Section line of said Section 2.

i. Well Permit: 43306-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.200a
v. Eagle County

NNN. Fire Station Well: Located in the SW¼ SW¼, Section 7, Township 8 South, Range 83 West, 6th P.M. at a point 300 feet from the South Section line and 950 feet from the West Section line of said Section 7.

i. Well Permit: 42573-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.206
v. Eagle County

OOO. Grasmere Well: Located in the SW¼ SW¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 880 feet from the South Section line and 4,250 feet from the East Section line of said Section 2.

i. Well Permit: 42543-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.209
v. Eagle County

PPP. Lanigan Well: Located in the NE¼ NE¼, Section 25, Township 7 South, Range 88 West, 6th P.M. at a point 672 feet from the North Section line and 735 feet from the East Section line of said Section 25.

i. Well Permit: 44011-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.211a
v. Garfield County

QQQ. Davis Well: Located in the SW¼ SW¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,150 feet from the South Section line and 4,150 feet from the East Section line of said Section 2.

i. Well Permit: 43048-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.214
v. Eagle County

RRR. Collum-Chardonney Well: Located in the SE¼ NE¼, Section 25, Township 7 South, Range 88 West, 6th P.M. at a point 2,400 feet from the North Section line and 700 feet from the East Section line of said Section 25.

i. Well Permit: 43011-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.221
v. Garfield County

SSS. Gross Well: Located in the SE¼ NE¼, Section 25, Township 7 South, Range 88 West, 6th P.M. at a point 1,553 feet from the North Section line and 1,032 feet from the East Section line of said Section 25.

i. Well Permit: 45422-F
ii. Previous Decree: N/A
iii. Amount: 0.066 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.223
v. Garfield County

TTT. Collins Commercial Well: Located in the SE¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,250 feet from the South Section line and 610 feet from the East Section line of said Section 1.

i. Well Permit: 46017-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.226
v. Garfield County

UUU. Langston Well: Located in the SW¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,720 feet from the South Section line and 1,580 feet from the East Section line of said Section 1.

i. Well Permit: 44059-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.233
v. Garfield County

VVV. Stewart Well: Located in the NW¼ SW¼, Section 22, Township 7 South, Range 88 West, 6th P.M. at a point 2,500 feet from the South Section line and 450 feet from the West Section line of said Section 22.

i. Well Permit: 44326-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.237
v. Garfield County

WWW. Arnold Subdivision Well: Located in the NE¼ SW¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 2,230 feet from the South Section line and 3,220 feet from the East Section line of said Section 33.

i. Well Permit: 44316-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.242
v. Eagle County

XXX. Rapinski-Campbell Well: Located in the SE¼ SW¼, Section 2, Township 8 South, Range 86 West, 6th P.M. at a point 1,400 feet from the South Section line and 3,000 feet from the East Section line of said Section 2.

i. Well Permit: 64370
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.252
v. Eagle County

YYY. Meitler Well: Located in the SE¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,250 feet from the South Section line and 810 feet from the East Section line of said Section 1.

i. Well Permit: 45505-F

ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.253
v. Garfield County

ZZZ. Bowling Well: Located in the NW¼ NE¼, Section 27, Township 6 South, Range 89 West, 6th P.M. at a point 580 feet from the North Section line and 1,919 feet from the East Section line of said Section 27,

i. Well Permit: 76607
ii. Previous Decree: N/A
iii. Amount: 0.044 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.254
v. Garfield County

AAAA. Cloud Well: Located in the NE¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,290 feet from the South Section line and 830 feet from the East Section line of said Section 1.

i. Well Permit: 47865-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.255
v. Garfield County

BBBB. Berthoff Commercial Well: Located in the SE¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,000 feet from the South Section line and 350 feet from the East Section line of said Section 1.

i. Well Permit: 46202-F
ii. Previous Decree: N/A
iii. Amount: 0.078 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.259
v. Garfield County

CCCC. Black Well: Located in the NW¼ SE¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,460 feet from the South Section line and 2,490 feet from the West Section line of said Section 33.

i. Well Permit: 153292
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Basalt Water Conservancy District Contract No. 3.3.5.263

v. Garfield County

8. Proposed Alternate Points of Diversion Requested in Case No. 98CW89: Applicant seeks an alternate point of diversion of the Basalt Conduit in the amount of 1.035 cfs (465.6 gpm), which is the cumulative total of diversions at these described alternate points:

A. Eyrwald Commercial Well. Located in the NW¼ NW¼, Section 7, Township 7 South, Range 88 West, 6th P.M. at a point 207 feet from the North Section line and 345 feet from the West Section line of said Section 7.

i. Well Permit: 46478-F
ii. Previous Decree: N/A
iii. Amount: 0.110 cfs
iv. Contract No.: 3.3.5.265
v. County: Garfield

B. Zanko Well. Located in the NW¼ SW¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 2,200 feet from the South section line and 4,590 feet from the East section line of said Section 33.

i. Well Permit: 46569-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.266
v. County: Garfield

C. Harrington Well. Located in the NW¼ SW¼, Section 33, Township 7 South, Range 87 West, 6th P.M. at a point 1,650 feet from the South section line and 4,545 feet from the East section line of said Section 33.

i. Well Permit: 46570-F
ii. Previous Decree: N/A
iii. Amount: 0.033
iv. Contract No.: 3.3.5.268
v. County: Garfield

D. Fish Well. Located in the SW¼ NE¼, Section 32, Township 7 South, Range 87 West, 6th. P.M. at a point 2,650 feet from the South section line and 3,000 feet from the East section line of said Section 32.

i. Well Permit: 46992-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs

iv. Contract No.: 3.3.5.270
v. County: Garfield

E. Simmons Well No. 1: Located in the SW¼ SE¼, Section 28, Township 6 South, Range 88 West, 6th P.M. at a point 800 feet from the South section line and 2,690 feet from the West Section line of said Section 28.

i. Well Permit: 47736-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.277
v. County: Garfield

F. Simmons Well No. 2: Located in the NE¼ SW¼, Section 28, Township 6 South, Range 88 West, 6th P.M. at a point 1,975 feet from the South Section line and 2,220 feet from the West Section line of said Section 28.

i. Well Permit: 47737-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.278
v. County: Garfield

G. Bailey Well: Located in the SE¼ SE¼, Section 27, Township 7 South, Range 88 West, 6th P.M. at a point 1,000 feet from the South Section line and 40 feet from the East Section line of said Section 27.

i. Well Permit: MH-28693
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.279
v. County: Garfield

H. Bennett Well: Located in the SE¼ NW¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 3,720 feet from the South Section line and 2,950 feet from the East Section line of said Section 1.

i. Well Permit: 47637-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.283
v. County: Garfield

I. Maniscalchi Well: Located in the NW¼ NE¼, Section 1, Township 7 South, Range 89 West, 6th P.M. at a point 300 feet from the North Section line and 2,350 feet from the East Section line of said Section 1.

i. Well Permit: 47947-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.288
v. County: Garfield

J. Jerry Gerbaz Well: Located in the NW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 660 feet from the North Section line and 290 feet from the West Section line of said Section 6.

i. Well Permit: 173105
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.289
v. County: Pitkin

K. S-G Well: Located in the NW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 800 feet from the North Section line and 700 feet from the West Section line of said Section 6.

i. Well Permit: Pending
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.290
v. County: Pitkin

L. Mid Continent Well # 2: Located in the SE¼ SE¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 700 feet from the South Section line and 1,100 feet from the East Section line of said Section 35.

i. Well Permit: 18686-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.291
v. County: Garfield

M. Stand by Well: Located in the SW¼ SE¼, Section 35, Township 7 South, Range 88 West, 6th P.M. at a point 580 feet from the South Section line and 2,440 feet from the East Section line of said Section 35.

i. Well Permit: 21337-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.291
v. County: Garfield

N. Pines Well: Located in the NW¼ SE¼, Section 21, Township 7 South, Range 88 West, 6th P.M. at a point 2,200 feet from the South Section line and 2,350 feet from the East Section line of said Section 7.

i. Well Permit: 49260-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.293
v. County: Garfield

O. Stutsman-Gerbaz Well No. 1: Located in the SW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,280 feet from the North Section line and 250 feet from the West Section line of said Section 6.

i. Well Permit: 43773-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

P. Stutsman-Gerbaz Well No. 2: Located in the SW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,580 feet from the North Section line and 1,250 feet from the West Section line of said Section 6.

i. Well Permit: 37934-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

Q. Stutsman-Gerbaz Well No. 3: Located in the SW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 1,685 feet from the North Section line and 860 feet from the West Section line of said Section 6.

i. Well Permit: 43540-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

R. Stutsman-Gerbaz Well No. 4: Located in the SW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 1,890 feet from the North Section line and 1,030 feet from the West Section line of said Section 6.

i. Well Permit: 33797-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

S. Stutsman-Gerbaz Well No. 5: Located in the SW¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,280 feet from the North Section line and 1,170 feet from the West Section line of said Section 6.

i. Well Permit: 47946-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

T. Stutsman-Gerbaz Well No. 6: Located in the SE¼ NW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,680 feet from the North Section line and 1,500 feet from the West Section line of said Section 6.

i. Well Permit: 37227-F
ii. Previous Decree: 81CW116 and 81CW432
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

U. Stutsman-Gerbaz Well No. 7: Located in the NE¼ SW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,910 feet from the North Section line and 1,780 feet from the West Section line of said Section 6.

i. Well Permit: 47966-F
ii. Previous Decree: 81CW116 and 81CW432

iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

V. Stutsman-Gerbaz Well No. 8: Located in the NE¼ SW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 3,120 feet from the North Section line and 2,080 feet from the West Section line of said Section 6.

i. Well Permit: 47965-F
ii. Previous Decree: 96CW010
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

W. Stutsman-Gerbaz Well No. 9: Located in the NE¼ SW¼, Section 6, Township 9 South, Range 85 West, 6th P.M. at a point 2,840 feet from the North Section line and 2,050 feet from the West Section line of said Section 6.

i. Well Permit: 47973-F
ii. Previous Decree: 96CW010
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.294
v. County: Pitkin

X. Huber Well: Located in the SE¼ NE¼, Section 15, Township 8 South, Range 87 West, 6th P.M. at a point 2,100 feet from the North Section and 530 from the East Section Line of said Section 15.

i. Well Permit: 49378-F
ii. Previous Decree: N/A
iii. Amount: 0.033 cfs
iv. Contract No.: 3.3.5.300
v. County: Pitkin

Y. Eubank Commercial Well: Located in the SE¼ SW¼, Section 36, Township 7 South, Range 88 West, 6th P.M., at a point 650 feet from the South Section line and 1,750 feet from the West Section line of said Section 36.

i. Well Permit: MH-31337 (pending well permit application)
ii. Previous Decree: N/A
iii. Amount: 0.167 cfs
iv. Contract No.: 3.3.5.304
v. County: Garfield

9. Name and address of owner of land upon which points of diversion and place of use

are located: Contractees of Basalt Water Conservancy District

10. All of the commercial wells (see also Table 3, *infra*) are located more than 600 feet from any other well. All of the domestic wells are located more than 600 feet from any other well, and/or will serve an individual residential site and the proposed pumping rate will not exceed 15 gpm.

11. A map depicting the locations of all the above-described wells is Exhibit A hereto.

12. The said changes of the Basalt Conduit to alternate points of diversion at the above-described wells will not injure any vested or decreed conditional water rights; provided, however, that all water service provided by BWCD under the Basalt Conduit water right, as changed herein or as may be made the subject of future water right change proceedings, shall be limited to the amount of water available in priority at the original point of diversion for the subject water right (as decreed in Case No. 4613, Garfield County District Court); and that cumulative diversions of the Basalt Conduit at the original decreed point of diversion and all decreed alternate points of diversion shall not exceed the 450 cfs decreed to the Basalt Conduit in Case No. 4613.

Claim for Approval of Plan for Augmentation

13. Structures to be augmented: Wells described in paragraphs I.7 and I.8 hereinabove.

14. Water rights to be used for augmentation:

A. Name: Ruedi Reservoir

Previous Decree: Case No. 4613 entered June 20, 1958, in Garfield County District Court

Location: Ruedi Reservoir is located in parts of Sec. 7,8,9,11,14,15,16,17 and 18, T. 8 S, R. 84 W. of the 6th P.M. in Pitkin and Eagle Counties. The dam thereof is located in the NW ¼ of Sec. 18, T. 8 S., R. 84 W., 6th P.M., its exact location being described as follows: The initial point of survey of said dam is on the right abutment thereof at a point whence the SW corner of Sec. 7, T. 8 S., R. 84 W. 6th P.M. bears North 68°58' at a distance of 426 feet.

Appropriation Date: July 29, 1957

Decreed Amount: 102,369 acre feet

Source: Frying Pan River

Decreed Use: The generation of electricity, irrigation, domestic, municipal, stock watering, piscatorial and industrial

B. Troy Ditch and Edith Ditch rights described below:

TABLE 1

STRUCTURE	PRIORITY	COURT CASE NO.	ADJ DATE	APP DATE	DECREED AMOUNT (CFS)	USE (4)	AMOUNT SOLD, TRANSFERRED OR RESERVED					AMOUNT REMAINING (10)	
							(5)	(6)	(7)	(8)	(9)	CFS	AF
Troy Ditch (1)	370	3082	08/25/1936	05/01/1906	5.10	I	0.000	0.000	0.095	0.064	0.035	4.906	N/A
Troy Ditch 1st Enlg	427	3082	08/25/1936	05/01/1928	10.80	I	0.000	0.000	0.200	0.134	0.073	10.393	N/A
Troy Ditch 2nd Enlg	669	4613	06/20/1958	06/01/1958	6.20	I	0.000	0.000	0.115	0.077	0.042	5.966	N/A
Edith Ditch	353	3082	08/25/1936	05/01/1904	2.72	I	0.110	0.1320	0.050	0.000	0.018	2.410	N/A
Edith Ditch 1st Enlg	673	4613	06/20/1958	07/01/1946	3.23	I	0.000	0.000	0.060	0.000	0.022	3.148	N/A
Troy Ditch Water System aka Lower Headgate	(2)	W-2281			15.50(3)	I,D,M C,P	0.110	0.1320	0.520	0.275	0.190	14.273	412.89

(1) Diverts from Miller Creek. All others divert from Frying Pan River.
(2) Alternate point for all priorities of Troy and Edith Ditches.
(3) Combined amount limited to 15.5 cfs and 453 AF of consumptive use, 300 AF of which can be stored.
(4) I = Irrigation, D = Domestic, M = Municipal, C = Industrial and P = Piscatorial.
(5) Transferred to Edith Ditch Well in Case No. 80CW1 with 1.0 AF.
(6) Transferred to three springs on Cap K Ranch in Case No. 82CW189 (1.29 AF assumed to be included).
(7) Deeded to George Yates with 15.4 AF in 1983. 0.2 cfs and 10.60 cfs was included in Case No. 82CW357 for Ruedi South Shores augmentation plan.
(8) Deeded to Joan Wheeler in 1987 for diversion at the Troy Ditch 1st and 2nd Enlargement (16.9 AF assumed to be included).
(9) Reserved for augmentation of Cap K Ponds with 5.52 AF. Case No. 91CW220 filed in water court.
(10) A total of 40.11 AF of the original 453.00 AF has been sold or transferred.

In Case No. W-2281, Division 5, the Court decreed that 453 acre feet of annual consumptive-use credits were available to these ditches, and that 300 acre feet could be stored in an unnamed reservoir. Of the 412.89 acre feet remaining (see note 10 to Table 1), 24.95 acre feet of excess consumptive-use credit under the Troy and Edith Ditch rights are dedicated to the augmentation plan in Case No. 98CW26, and 5.05 acre feet are dedicated to the augmentation plan in 98CW89. Thus, the District has 382.89 acre feet of excess consumptive-use credit available for application to its augmentation program pursuant to an approved substitute supply plan or decree of court. See also Table 5, *infra*.

The Troy and Edith augmentation water can be delivered to the Frying Pan, Roaring Fork or Colorado Rivers by by-passing water at the headgate on the Frying Pan River.

15. Statement of Plan for Augmentation[1]:

A. Applicant requests approval of a plan for augmentation including exchange[2] to augment out-of-priority depletions by the Basalt Conduit at the alternate points of diversion described hereinabove, which are all within Area A of the District or areas which would be designated Area A by definition. In Area A no intervening water rights are present between the wells to be augmented and the mainstem of the Frying Pan and Roaring Fork Rivers, and the wells can therefore be augmented year-round by using Basalt Project Water from Ruedi Reservoir and the Troy and Edith Ditches.

B. This augmentation plan is designed to augment the above-described 106 wells (which are associated with 91 District allotment contracts). Calculations of water requirements for the individual contract allottees were made by Resource Engineering, Inc. except in cases where separate engineering reports were submitted by the allottees' engineers. The water requirements were generally separated into 5 categories: (1) domestic in-house use, (2) commercial or other, (3) lawn and garden irrigation, (4) crop irrigation, and (5) livestock watering. In total, the 91 contracts/106 wells augmented under this plan will require approximately 153.58 acre feet of water annually, of which 65.33 acre feet will be consumptively used.

C. The water requirements for the 91 contract allottees/106 wells were calculated on an individual basis using case-specific information, including a delayed stream depletions analysis based upon the decree entered in 87CW155, Division 5, and general water-use assumptions. A summary of the assumptions used in the water requirements calculation is set forth in Exhibit B hereto.

D. In Case No. 87CW155, the Court established 7 categories of wells within the District's augmentation program, each category having different ground water parameters. The District completed a Glover analysis and determined the delayed stream depletions impacts for each category. A monthly distribution of the delayed depletions, expressed as a ratio to total annual depletions, was developed for 87CW155, and is Exhibit C hereto. Applicant placed the 106 wells included in the subject application into six of the seven well categories established in 87CW155, based on the known information for each well and the various category criteria. A description of the category criteria and a list of the wells in each category are set forth in Exhibit C. Also included in Exhibit C are the monthly diversion and depletions amounts for each of the 106 wells. Using the respective glover analysis for each category, Applicant then applied the delayed impact distribution to the monthly depletions for the wells to determine a monthly stream depletion table by well

---

[1] The augmentation plans described in the Applications are substantially similar, and therefore the plan for augmentation in the within Decree will apply to all the subject 98CW26 and 98CW89 wells.

[2] The exchange reach is between Ruedi Reservoir and the Troy & Edith bypass, and those wells which divert upstream, see Exhibit A hereto.

category. See Exhibit D hereto.

E. A summary of the combined monthly stream depletions for all 81 wells in 98CW26, including delayed stream depletions, is as follows:

TABLE 2
WATER REQUIREMENTS SUMMARY FOR 98CW26 WELLS
(Values in AF)

MONTH	DIVERSIONS	CONSUMPTIVE USE	DELAYED STREAM DEPLETIONS
January	5.855	1.358	3.462
February	5.344	1.169	3.408
March	5.840	1.368	3.353
April	6.948	2.245	3.476
May	13.916	7.915	4.463
June	15.947	9.701	5.245
July	15.643	9.229	5.424
August	12.174	6.444	5.026
September	10.975	5.618	4.799
October	7.484	2.563	4.159
November	5.678	1.247	3.742
December	5.850	1.281	3.582
Total	111.654	50.138	50.138

F. A summary of the combined monthly stream depletions for all 25 wells in 98CW89, including delayed stream depletions, is as follows:

TABLE 3
WATER REQUIREMENTS SUMMARY FOR 98CW89 WELLS
(Values in AF)

MONTH	DIVERSIONS (Values in AF)		CONSUMPTIVE USE (Values in AF)		DELAYED DEPLETIONS	
	COMMERCIAL[1]	DOMESTIC	COMMERCIAL	DOMESTIC	COMMERCIAL	DOMESTIC
January	1.475	1.126	0.243	0.197	.326	0.866
February	1.361	1.036	0.214	0.180	.322	0.852
March	1.475	1.126	0.243	0.197	.315	0.829
April	1.491	1.553	0.274	0.544	.313	0.832
May	1.751	3.631	0.465	2.145	.320	0.929
June	1.775	3.215	0.501	2.162	.333	1.016
July	1.803	3.225	0.505	2.170	.344	1.049
August	1.690	2.423	0.415	1.519	.351	1.029
September	1.615	1.888	0.374	1.112	.352	1.019
October	1.542	1.593	0.296	0.531	.348	1.956
November	1.432	1.094	0.228	0.242	.342	0.921
December	1.475	1.126	0.243	0.197	.336	0.897
Total	18.885	23.036	4.001	11.194	4.001	11.194

1 Commercial wells in Case No. 98CW89 include Fyrwald Commercial Well, S-G Well, Mid Continent Well # 2, Stand By Well, Eubank Commercial Well. The Fyrwald Commercial Well and Eubank Commercial Well are also used for domestic, and the domestic depletions are treated separately for purposes of this augmentation plan.

G. Stream depletions from some wells are expected to be delayed significantly, but the depletions are expected to reach a steady state. Other wells are completed in alluvial formations close to the Frying Pan or Roaring Fork Rivers and will have little or no delayed impact.

H. Previous studies completed by the District in support of its augmentation plans in Case Nos. 87CW155 and 93CW319 resulted in a finding that during future dry years (reoccurrence of 1 year in 50 years), the Basalt Conduit water right will be out of priority from mid June through mid October. A call could also be in effect in April. No calls are expected to be placed upon the Basalt Conduit (including at the alternate points of diversion applied for herein) during the remainder

of the year. This plan provides augmentation for all months except December through March.

I. The District therefore contemplates the augmentation plan will operate as follows:

TABLE 4
AUGMENTATION SCHEDULE FOR 98CW26
AND 98CW89 WELLS COMBINED
(ALL VALUES IN AF)

MONTH	STREAM DEPLETIONS		AUGMENTATION	
	DOM. WELLS	COM. WELLS	TROY & EDITH DITCH CU	RUEDI RESERVOIR RELEASES(1)
JANUARY	4.33	0.33	0.00	0.00
FEBRUARY	4.26	0.32	0.00	0.00
MARCH	4.18	0.32	0.00	0.00
APRIL	4.31	0.31	0.00	4.85
MAY	5.39	0.32	5.39	0.34
JUNE	6.26	0.33	6.26	0.35
JULY	6.47	0.34	6.47	0.36
AUGUST	6.06	0.35	6.06	0.37
SEPTEMBER	5.82	0.35	5.82	0.37
OCTOBER	5.12	0.35	0.00	5.74
NOVEMBER	4.66	0.34	0.00	5.25
DECEMBER	4.48	0.34	0.00	0.00
TOTAL	61.34	4.00	30.00	17.63

(1) Includes 5% transit loss.

16. Using water use data compiled by the contract allottees, the District will account for the diversions and depletions under the subject augmentation plan to the Division of Water Resources, as required to administer the District's augmentation program.

17. If operated and administered in accordance with this Decree, the above-described plan for augmentation will operate to prevent injury to senior vested and decreed conditional rights.

Claim for Change of Water Rights: Change of Use of Troy and Edith Ditch Credits

18. Water rights to be changed: Troy Ditch and Edith Ditch rights described in Table 1, Page 29 hereinabove.

19. Proposed change: Applicant, a quasi-municipal agency, intends to use the said water rights for irrigation season augmentation (including exchange) in connection with water service provided to its contractees. Accordingly, Applicant seeks to change the use of the said water rights to include augmentation and exchange within Applicant's augmentation and exchange program.

20. A decree granting the requested change of water rights will not result in injury to any vested or decreed conditional water rights.

Claim for Confirmation of Excess
Troy Ditch and Edith Ditch Consumptive-Use Credits

21. The District claims excess historic consumptive-use credits apart from what is being committed in these consolidated cases. The Troy Ditch and Edith Ditch were already decreed consumptive-use credits (annual) in Case No. W-2281 in the amount of 453 acre feet. Of these, 40.11 AF have been sold; an additional 30.0 acre feet are dedicated to the within augmentation plan. *See e.g.*, Tables 1 and 4 hereinabove. The Court finds the District has these excess consumptive-use credits remaining available on a monthly basis:

TABLE 5
TROY & EDITH DITCH EXCESS C.U. CREDITS (AF)

MONTH	AMOUNT	AMOUNT DEDICATED IN 98CW026	AMOUNT DEDICATED IN THIS PLAN	EXCESS C.U. CREDIT
May	72.67	4.46	0.93	67.28
June	115.19	5.24	1.02	108.93
July	105.29	5.42	1.05	98.82
August	64.41	5.03	1.03	58.35
September	55.33	4.80	1.02	49.51
TOTAL	412.89[1]	24.95	5.05	382.89

1. See Table 1, paragraph I.14.B, hereinabove.

Dry up of the lands under the Troy and Edith Ditches has occurred, and the District intends to make the remaining consumptive-use credits available to water users for augmentation purposes under an approved substitute supply plan or decree of Court.

II. CONCLUSIONS OF LAW

1. The foregoing findings of fact are fully incorporated herein.

2. Notice of the Applications was properly given. All jurisdictional requirements have been met. *See e.g.*, C.R.S. §§ 37-90-137(2)(b)(II)(B), (III), and 37-92-302. The Court has jurisdiction over the Applications and over all persons or entities who had standing to appear, even though they did not do so.

3. The Applications are 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.

4. Applicant has fulfilled all legal requirements for a decree in these consolidated cases for the requested changes of water right, including C.R.S. §§ 37-92-302 and 37-92-305.

5. Applicant has fulfilled all legal requirements for approval of the requested plan for augmentation, including C.R.S. §§ 37-92-302 and 37-92-305.

6. The changes of water rights described herein will not injuriously affect the owner of or persons entitled to use water under a vested water right or a decreed conditional water right.

7. If operated in accordance with the terms and conditions of this decree, the plan for augmentation described herein will prevent injury to senior vested or decreed conditional water rights.

8. The subject Applications are in accordance with Colorado law. Applicant has fulfilled all legal requirements for entry of this decree.

III. JUDGMENT AND DECREE

1. The foregoing findings of fact and conclusions of law are incorporated herein.

2. The Court hereby grants the change of water right for the Basalt Conduit for alternate points of diversion at the wells described in paragraphs I.7 and I.8.

3. The Court hereby decrees and approves the plan for augmentation and exchange described herein.

4. The Court hereby grants the change of water rights for the Troy and Edith Ditch credits to include use for augmentation and exchange within Applicant's augmentation and exchange program, as more fully described in paragraphs I.13 through I.20 hereinabove.

5. The Court decrees that 382.89 acre feet of Troy and Edith consumptive-use credits remain available for use within Applicant's augmentation and exchange program, which credits are allocated by month in Table 5 hereinabove.

6. In consideration of the specific findings and conclusions made herein, and in conformance with C.R.S. § 37-92-304(6) (1990), as amended, the changes of water rights and plan for augmentation decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of five years after 75% of the above described wells (i.e., 80 of the 106 wells described in paragraphs I.7 and I.8) have been put to beneficial use. If no petition for reconsideration is filed within said five years, retention of jurisdiction for this purpose shall automatically expire.

7. In conformance with Colo. Rev. Stat. § 37-92-305(8) (1990), the State Engineer shall curtail all of out-of-priority diversions from the above-described wells when the depletions are not replaced as to prevent injury.

8. The Applicant shall install measuring devices, provide monthly accounting and supply calculations regarding the timing of depletions as required by the Division Engineer for the operation of this plan. The Applicant shall file an annual report with the Division Engineer by November 15th of each year summarizing diversions, depletions, and replacements made under this plan.

It is accordingly ordered that this judgment and decree shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review pursuant to C.R.S. § 37-92-304, as amended.

It is further ordered that a copy of the judgment and decree shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Done at the City of Glenwood Springs, Colorado, this 28th day of JANUARY, 1999.

BY THE REFEREE:

Robert C. Cutter, Water Referee
Water Division No. 5
State of Colorado

Copy of the foregoing mailed to all Counsel of record---Water Referee,---Div. Engineer---and State Engineer---Date 1-28-99
DM
Deputy Clerk, Water Div. No. 5

Satterfield Kerst
Ming

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Done this 23rd day of February, 1999.

BY THE COURT:

Thomas W. Ossola, Water Judge

Copy of the foregoing mailed to all
Counsel of record--Water
Referee,---Div. Engineer and
State Engineer Date 2.22.99

DM
Deputy Clerk, Water Div. No. 6

Satterfield
Kerst
Fleming

EXHIBIT B

The water requirements for the 91 allotment contracts were calculated on an individual basis using case specific information and general water use assumptions. The assumptions used in the water requirement calculations are as follows:

DOMESTIC IN-HOUSE USE

A. Single family - 4.0 persons @ 80 GPCD (gallons/capita/day)
B. Townhouse/Condominium/Mobile Home - 3.0 persons @ 80 GPCD

Most of the in-house water will return to the stream system following wastewater treatment. The consumptive use expressed as a percent of diversion was assumed to be as follows:

Central treatment system:	5.0 percent
Septic tank/leachfield system:	15.0 percent
Evaporative system:	100.0 percent

COMMERCIAL AND OTHER USE

The commercial uses are calculated on an individual basis using specific water use data if available or EQR ratings based on type of commercial use and size criteria.

IRRIGATION WATER USE

Irrigation water requirements and consumptive use were estimated using the Blaney-Criddle method as identified by the SCS in Technical Release No. 21 (1970). This method uses monthly temperatures and duration of daylight hours to estimate consumptive use. The necessary climatological data was obtained from the Glenwood Springs and Aspen Weather stations.

Relationships between elevation, precipitation and temperature were defined for the Roaring Fork valley. Because of the generally high elevation of the valley, the Blaney-Criddle monthly consumptive use crop coefficients were adjusted as recommended in the USDA Agricultural Research Services report "Water Use by Native Grasses in High Altitude Colorado Meadows."

Once the crop and/or lawn consumptive use were determined, total diversion requirements were calculated based upon expected application rates for the different irrigation methods. The application rate for sprinkler irrigation was assumed to be 1.25 times the C.U. rate (80% efficient) and the application rate for flood irrigation was assumed to be 3.33 times the C.U. rate (30% efficient).

LIVESTOCK WATER USE

Livestock requires approximately 11 gallons of water per day per head. This water use is considered 100 percent consumptive.

BASALT WATER CONSERVANCY DISTRICT
WELL CATEGORIES FOR DELAYED STREAM DEPLETIONS

WELL CATEGORY	DESCRIPTION
A	Alluvial wells less than 1000 feet from stream T = 100,000 GPD/FT S = 0.20
B	Alluvial wells greater than 2000 feet from stream T = 50,000 GPD/FT S = 0.20
C	Alluvial wells between 1000 feet and 2000 feet from stream T = 100,000 GPD/FT S = 0.20
D	Formation wells between 1000 feet and 3000 feet from stream T = 5000 GPD/FT S = 0.15
E	Formation wells greater than 3000 feet from stream T = 5000 GPD/FT S = 0.10
F	Formation wells less than 1000 feet from stream T = 5000 GPD/FT S = 0.10

EXHIBIT C-1

BASALT WATER CONSERVANCY DISTRICT
TROY AND EDITH DITCH AUGMENTATION PLAN
W ELL DIVERSIONS AND CONSUMPTIVE USE

WELL	CONT_NO	CONTRACT NAME	DIV_JAN	DIV_FEB	DIV_MAR	DIV_APR	DIV_MAY	DIV_JUN	DIV_JUL	DIV_AUG	DIV_SEP	DIV_OCT	DIV_NOV	DIV_DEC	TOT DIV
A	3.3.5.263	BLACK	0.034	0.031	0.034	0.037	0.057	0.062	0.062	0.052	0.048	0.039	0.033	0.034	0.523
A	3.3.5.10	DALLENBACH	0.340	0.310	0.340	0.330	0.340	0.310	0.340	0.340	0.330	0.340	0.330	0.340	3.990
A	3.3.5.152	PARKER	0.030	0.027	0.030	0.040	0.096	0.112	0.109	0.081	0.073	0.044	0.029	0.030	0.701
A	3.3.5.36a	VAGNEUR	0.070	0.070	0.070	0.070	0.120	0.140	0.140	0.110	0.100	0.070	0.070	0.070	1.100
A	3.3.5.252	RUPINSKI/CAMPBELL	0.064	0.058	0.064	0.072	0.507	0.659	0.616	0.408	0.357	0.117	0.062	0.064	3.048
A	3.3.5.71c	WILLIAMS	0.030	0.030	0.030	0.040	0.060	0.070	0.070	0.060	0.050	0.040	0.030	0.030	0.540
A	3.3.5.72b	WARE	0.030	0.030	0.030	0.040	0.060	0.070	0.070	0.060	0.050	0.040	0.030	0.030	0.540
A	3.3.5.73b	JOHNSON	0.030	0.030	0.030	0.040	0.060	0.070	0.070	0.060	0.050	0.040	0.030	0.030	0.540
A	3.3.5.74c	ROEBER	0.030	0.030	0.030	0.040	0.060	0.070	0.070	0.060	0.050	0.040	0.030	0.030	0.540
A	3.3.5.78a	MANN	0.048	0.043	0.048	0.057	0.099	0.110	0.109	0.088	0.080	0.060	0.046	0.048	0.836
A	3.3.5.96a	VALLEY ASSETS, INC.	0.033	0.030	0.030	0.040	0.080	0.090	0.090	0.070	0.060	0.040	0.030	0.030	0.623
A	3.3.5.111a	REED	0.030	0.030	0.030	0.040	0.080	0.100	0.100	0.070	0.070	0.040	0.030	0.030	0.650
A	3.3.5.214	DAVIS	0.034	0.031	0.034	0.038	0.088	0.104	0.100	0.076	0.069	0.043	0.033	0.034	0.684
A	3.3.5.209	GRASMERE	0.030	0.027	0.030	0.029	0.076	0.101	0.096	0.071	0.064	0.034	0.029	0.030	0.617
A	3.3.5.206	BASALT FIRE DISTRICT	0.064	0.062	0.062	0.063	0.101	0.124	0.121	0.097	0.092	0.068	0.062	0.062	0.976
A	3.3.5.198	BAGEN	0.030	0.027	0.030	0.051	0.122	0.141	0.138	0.102	0.090	0.054	0.029	0.030	0.844
A	3.3.5.116b	PINKHAM	0.030	0.030	0.030	0.040	0.080	0.100	0.100	0.070	0.070	0.040	0.030	0.030	0.650
A	3.3.5.194	LARSH	0.080	0.072	0.080	0.106	0.200	0.224	0.221	0.173	0.157	0.111	0.077	0.080	1.581
A	3.3.5.121a	ALTENBERND	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.360
A	3.3.5.131a	YATES	0.030	0.027	0.030	0.032	0.061	0.070	0.068	0.054	0.050	0.036	0.029	0.030	0.517
A	3.3.5.112b	SEAMONS	0.030	0.030	0.030	0.040	0.080	0.100	0.100	0.070	0.070	0.040	0.030	0.030	0.650
A	3.3.5.151	RUDD	0.030	0.027	0.030	0.040	0.096	0.112	0.109	0.081	0.073	0.044	0.029	0.030	0.701
A	3.3.5.117b	JEWKES	0.030	0.030	0.030	0.040	0.080	0.100	0.100	0.070	0.070	0.040	0.030	0.030	0.650
A	3.3.5.150	McCARTHY	0.067	0.060	0.067	0.069	0.092	0.096	0.097	0.086	0.081	0.072	0.065	0.067	0.919
A	3.3.5.124a	THE ASPEN WALDORF FND.	0.370	0.330	0.370	0.350	0.370	0.350	0.370	0.370	0.350	0.370	0.350	0.370	4.320
			1.624	1.502	1.619	1.774	3.095	3.515	3.496	2.809	2.584	1.890	1.573	1.619	27.100
B	3.3.5.83a	KOZIEL/OBROCHTA	0.210	0.190	0.210	0.400	1.050	1.240	1.210	0.870	0.770	0.420	0.210	0.210	6.990
B	3.3.5.84	DAG	0.027	0.024	0.027	0.065	0.193	0.229	0.222	0.154	0.135	0.071	0.026	0.027	1.200
B	3.3.5.122a	BRUCKER	0.030	0.027	0.030	0.037	0.078	0.089	0.087	0.067	0.061	0.041	0.029	0.030	0.606
B	3.3.5.155a	DREAGER	0.256	0.231	0.256	0.253	0.285	0.284	0.291	0.278	0.267	0.262	0.248	0.256	3.167
B	3.3.5.97	TUCKER	0.030	0.030	0.030	0.040	0.080	0.090	0.080	0.070	0.060	0.040	0.030	0.030	0.610
B	3.3.5.190c	MCALLISTER	0.033	0.029	0.033	0.038	0.060	0.066	0.065	0.054	0.049	0.038	0.031	0.033	0.527
B	3.3.5.177a	JOHNSON	0.030	0.030	0.030	0.040	0.060	0.070	0.070	0.050	0.050	0.040	0.030	0.030	0.530
B	3.3.5.16	TACKER	0.030	0.020	0.020	0.030	0.160	0.190	0.190	0.120	0.120	0.030	0.030	0.030	0.970
B	3.3.5.189a	HELD	0.033	0.029	0.033	0.036	0.060	0.066	0.065	0.054	0.049	0.038	0.031	0.033	0.527
B	3.3.5.174b	HOLST	0.034	0.031	0.034	0.051	0.146	0.175	0.168	0.121	0.107	0.058	0.033	0.034	0.992
B	3.3.5.175a	PYNNONEN	0.034	0.031	0.034	0.051	0.146	0.175	0.168	0.121	0.107	0.058	0.033	0.034	0.992
B	3.3.5.176a	BREVETTI	0.034	0.031	0.034	0.051	0.146	0.175	0.168	0.121	0.107	0.058	0.033	0.034	0.992
B	3.3.5.173b	FULTON	0.034	0.031	0.034	0.051	0.146	0.175	0.168	0.121	0.107	0.058	0.033	0.034	0.992
			0.815	0.734	0.805	1.141	2.610	3.024	2.952	2.201	1.989	1.212	0.797	0.815	19.095

EXHIBIT C-2

(5)

BASALT WATER CONSERVANCY DISTRICT
TROY AND EDITH DITCH AUGMENTATION PLAN
W ELL DIVERSIONS AND CONSUMPTIVE USE

CON_JAN	CON_FEB	CON_MAR	CON_APR	CON_MAY	CON_J	CON_J	CON_AUG	CON_SEP	CON_OCT	CON_NOV	CON_DEC	TOT CU	
0.007	0.006	0.007	0.010	0.025	0.030	0.029	0.021	0.018	0.011	0.007	0.007	0.179	3.3.5.263
0.060	0.050	0.060	0.050	0.060	0.050	0.060	0.060	0.050	0.060	0.050	0.060	0.670	3.3.5.10
0.010	0.010	0.010	0.010	0.100	0.120	0.120	0.070	0.070	0.010	0.010	0.010	0.550	3.3.5.152
0.020	0.020	0.020	0.020	0.050	0.060	0.060	0.040	0.040	0.020	0.020	0.020	0.390	3.3.5.36a
0.040	0.040	0.040	0.050	0.200	0.230	0.220	0.160	0.150	0.040	0.040	0.040	1.250	3.3.5.252
0.010	0.010	0.010	0.010	0.030	0.040	0.030	0.020	0.020	0.010	0.010	0.010	0.210	3.3.5.71c
0.010	0.010	0.010	0.010	0.030	0.040	0.030	0.020	0.020	0.010	0.010	0.010	0.210	3.3.5.72b
0.010	0.010	0.010	0.010	0.030	0.040	0.030	0.030	0.020	0.010	0.010	0.010	0.220	3.3.5.73b
0.010	0.010	0.010	0.010	0.030	0.040	0.030	0.030	0.020	0.010	0.010	0.010	0.220	3.3.5.74c
0.007	0.006	0.007	0.016	0.048	0.058	0.056	0.039	0.034	0.017	0.007	0.007	0.302	3.3.5.78a
0.030	0.030	0.030	0.180	0.700	0.850	0.810	0.550	0.500	0.200	0.030	0.040	3.950	3.3.5.96a
0.004	0.004	0.004	0.041	0.183	0.198	0.190	0.126	0.108	0.047	0.004	0.004	0.893	3.3.5.111a
0.010	0.010	0.010	0.010	0.030	0.040	0.040	0.030	0.020	0.010	0.010	0.010	0.230	3.3.5.214
0.010	0.010	0.010	0.010	0.030	0.040	0.040	0.030	0.020	0.010	0.010	0.010	0.230	3.3.5.209
0.010	0.010	0.010	0.010	0.030	0.040	0.040	0.030	0.020	0.010	0.010	0.010	0.230	3.3.5.206
0.010	0.010	0.010	0.020	0.060	0.080	0.070	0.050	0.040	0.020	0.010	0.010	0.390	3.3.5.198
0.009	0.008	0.009	0.015	0.045	0.055	0.053	0.037	0.033	0.017	0.009	0.009	0.299	3.3.5.116b
0.013	0.011	0.013	0.078	0.411	0.515	0.490	0.322	0.276	0.097	0.020	0.013	2.259	3.3.5.194
0.007	0.006	0.007	0.016	0.062	0.076	0.073	0.050	0.043	0.019	0.007	0.007	0.373	3.3.5.121a
0.007	0.006	0.007	0.011	0.050	0.063	0.060	0.041	0.035	0.014	0.007	0.007	0.308	3.3.5.131a
0.007	0.006	0.007	0.011	0.050	0.063	0.060	0.041	0.035	0.014	0.007	0.007	0.308	3.3.5.112b
0.007	0.006	0.007	0.011	0.050	0.063	0.060	0.041	0.035	0.014	0.007	0.007	0.308	3.3.5.151
0.007	0.006	0.007	0.011	0.050	0.063	0.060	0.041	0.035	0.014	0.007	0.007	0.308	3.3.5.117b
0.005	0.004	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.059	3.3.5.150
0.005	0.004	0.005	0.011	0.045	0.055	0.053	0.036	0.031	0.013	0.005	0.005	0.268	3.3.5.124a
0.325	0.303	0.325	0.636	2.384	2.914	2.769	1.920	1.678	0.702	0.322	0.335	14.614	

0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.600	3.3.5.83a
0.058	0.053	0.058	0.092	0.278	0.334	0.321	0.229	0.201	0.105	0.058	0.058	1.843	3.3.5.84
0.037	0.041	0.047	0.072	0.077	0.077	0.065	0.060	0.049	0.040	0.041	0.041	0.647	3.3.5.122a
0.005	0.004	0.005	0.007	0.031	0.039	0.037	0.025	0.022	0.009	0.005	0.005	0.194	3.3.5.155a
0.021	0.019	0.021	0.020	0.021	0.020	0.021	0.021	0.020	0.021	0.020	0.021	0.246	3.3.5.97
0.004	0.003	0.004	0.049	0.278	0.350	0.333	0.217	0.185	0.062	0.004	0.004	1.493	3.3.5.190c
0.107	0.096	0.107	0.103	0.107	0.103	0.107	0.107	0.103	0.107	0.103	0.107	1.257	3.3.5.177a
0.055	0.050	0.055	0.124	0.395	0.473	0.457	0.319	0.277	0.137	0.053	0.055	2.450	3.3.5.16
0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.240	3.3.5.189a
0.070	0.060	0.070	0.070	0.120	0.130	0.120	0.110	0.100	0.080	0.070	0.070	1.070	3.3.5.174b
0.031	0.028	0.031	0.033	0.048	0.052	0.052	0.044	0.041	0.035	0.030	0.031	0.456	3.3.5.175a
0.005	0.004	0.005	0.014	0.050	0.074	0.071	0.047	0.041	0.016	0.005	0.005	0.337	3.3.5.176a
0.005	0.004	0.005	0.014	0.050	0.074	0.071	0.047	0.041	0.018	0.005	0.005	0.337	3.3.5.173b
0.468	0.432	0.478	0.668	1.525	1.796	1.725	1.296	1.150	0.698	0.462	0.472	11.170	

EXHIBIT C-3

(9 26)

WELL TYPE	CO	CONTRACT NAME	DIV_JAN	DIV_FEB	DIV_MAR	DIV_APR	D	DIV_JUN	DIV_JUL	DIV_AUG	DIV_SEP	DIV_OCT	DIV_NOV	DIV_DEC	T
C	3.3.5.136a	GOOSE CREEK SUB.	0.107	0.096	0.107	0.103	0.107	0.103	0.107	0.107	0.103	0.107	0.103	0.107	1.
C	3.3.5.129a	EAST BANK COM. CENTER	0.261	0.236	0.261	0.261	0.297	0.297	0.304	0.289	0.276	0.270	0.252	0.261	3.265
C	3.3.5.147b	EVERGREEN COM. CENTER	0.440	0.400	0.440	0.440	0.500	0.500	0.510	0.480	0.460	0.450	0.430	0.440	5.490
C	3.3.5.192	BURGESS	0.096	0.087	0.096	0.149	0.439	0.526	0.507	0.362	0.320	0.169	0.093	0.096	2.940
C	3.3.5.259	BERTHOLF	0.178	0.161	0.178	0.200	0.343	0.380	0.375	0.306	0.281	0.213	0.173	0.178	2.966
C	3.3.5.89a	ROSS/LEE	0.030	0.030	0.030	0.030	0.060	0.080	0.080	0.060	0.060	0.040	0.030	0.030	0.560
C	3.3.5.255	CLOUD	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.096
C	3.3.5.254	BOWLING	0.030	0.027	0.030	0.042	0.080	0.099	0.097	0.074	0.068	0.044	0.029	0.030	0.648
C	3.3.5.98	EUBANK	0.080	0.070	0.080	0.160	0.550	0.680	0.650	0.450	0.390	0.180	0.080	0.080	3.450
C	3.3.5.255	CLOUD	0.046	0.041	0.046	0.044	0.046	0.044	0.048	0.046	0.044	0.048	0.044	0.046	0.539
C	3.3.5.254	BOWLING	0.064	0.058	0.064	0.062	0.064	0.062	0.064	0.064	0.062	0.064	0.062	0.064	0.754
C	3.3.5.91	LAMBERT	0.050	0.050	0.050	0.060	0.120	0.130	0.130	0.100	0.090	0.070	0.050	0.050	0.950
C	3.3.5.200a	SEEMAN	0.030	0.027	0.030	0.071	0.479	0.615	0.579	0.379	0.327	0.105	0.029	0.030	2.701
C	3.3.5.87a	MATHERLY	0.030	0.030	0.030	0.030	0.060	0.080	0.080	0.060	0.060	0.040	0.030	0.030	0.560
C	3.3.5.134a	NEIL GRAY EST. WELL ASSN.	0.133	0.120	0.133	0.129	0.133	0.129	0.133	0.133	0.129	0.133	0.129	0.133	1.567
C	3.3.5.253	MEITLER/GALVANIC LLC	0.034	0.031	0.034	0.033	0.046	0.049	0.049	0.044	0.041	0.037	0.033	0.034	0.465
C	3.3.5.242	ARNOLD	0.120	0.108	0.120	0.118	0.131	0.131	0.134	0.129	0.024	0.122	0.116	0.120	1.373
C	3.3.5.88c	McKINNEY	0.030	0.030	0.030	0.030	0.060	0.080	0.080	0.060	0.060	0.040	0.030	0.030	0.560
C	3.3.5.253	MEITLER/GALVANIC LLC	0.021	0.019	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.250
			1.788	1.629	1.788	1.991	3.544	4.014	3.954	3.172	2.822	2.159	1.742	1.788	30.391
D	3.3.5.146	ADAMS	0.110	0.100	0.110	0.100	0.110	0.100	0.110	0.110	0.100	0.110	0.100	0.110	1.270
D	3.3.5.163a	LOS ADOBES HOA	0.030	0.030	0.030	0.040	0.110	0.130	0.120	0.090	0.080	0.050	0.030	0.030	0.770
D	3.3.5.183	SLATTERY INVESTMENTS	0.070	0.070	0.070	0.080	0.130	0.140	0.140	0.120	0.110	0.090	0.070	0.070	1.160
D	3.3.5.160a	LOS ADOBES HOA	0.060	0.060	0.060	0.080	0.210	0.250	0.240	0.180	0.160	0.090	0.060	0.060	1.510
D	3.3.5.161a	LOS ADOBES HOA	0.065	0.059	0.065	0.086	0.236	0.281	0.271	0.197	0.176	0.098	0.063	0.065	1.562
D	3.3.5.186	KINDELL	0.070	0.060	0.070	0.080	0.130	0.150	0.140	0.120	0.110	0.080	0.070	0.070	1.150
D	3.3.5.226	COLLINS	0.078	0.071	0.078	0.080	0.093	0.094	0.096	0.090	0.086	0.082	0.076	0.078	1.002
D	3.3.5.233	LANGSTON	0.032	0.029	0.032	0.032	0.038	0.038	0.039	0.036	0.035	0.033	0.031	0.032	0.407
D	3.3.5.162a	LOS ADOBES HOA	0.060	0.060	0.060	0.060	0.210	0.250	0.240	0.180	0.160	0.090	0.060	0.060	1.510
			0.575	0.539	0.575	0.658	1.267	1.433	1.396	1.123	1.017	0.723	0.560	0.575	10.441
E	3.3.5.221	COLLUM/CHARDONNAY	0.032	0.029	0.032	0.041	0.140	0.172	0.164	0.116	0.103	0.050	0.031	0.032	0.942
E	3.3.5.237	STEWART	0.048	0.043	0.048	0.054	0.104	0.116	0.115	0.091	0.083	0.058	0.046	0.048	0.856
E	3.3.5.223	GROSS	0.055	0.049	0.055	0.111	0.537	0.674	0.639	0.429	0.372	0.143	0.053	0.055	3.172
E	3.3.5.42	BLUE	0.150	0.130	0.150	0.160	0.380	0.410	0.410	0.320	0.290	0.150	0.140	0.150	2.840
E	3.3.5.211a	LANIGAN	0.051	0.046	0.051	0.066	0.189	0.227	0.218	0.158	0.141	0.077	0.050	0.051	1.325
E	3.3.5.205	CHRISTELEIT SUBDIVISION	0.201	0.182	0.201	0.220	0.354	0.387	0.384	0.320	0.295	0.234	0.195	0.201	3.174
E	3.3.5.139a	WESTHOFF BAKER RANCH	0.208	0.188	0.208	0.297	0.670	0.773	0.755	0.567	0.506	0.319	0.201	0.208	4.900
E	3.3.5.127	CHRISTELEIT SUB. H.O.A.	0.191	0.173	0.191	0.228	0.453	0.515	0.504	0.394	0.358	0.247	0.185	0.191	3.630
E	3.3.5.106	QUISENBERRY	0.050	0.040	0.050	0.060	0.110	0.130	0.120	0.100	0.090	0.060	0.040	0.050	0.900
E	3.3.5.207	WESTHOFF BAKER RANCH	0.035	0.031	0.035	0.055	0.136	0.159	0.155	0.113	0.100	0.059	0.034	0.035	0.947
			1.021	0.911	1.021	1.292	3.073	3.565	3.464	2.608	2.338	1.397	0.975	1.021	22.686
F	3.3.5.154	HAMBY	0.032	0.029	0.032	0.092	0.327	0.396	0.381	0.261	0.225	0.103	0.031	0.032	1.941
		TOTAL	5.855	5.344	5.840	6.948	13.916	15.947	15.843	12.174	10.975	7.484	5.678	5.850	111.654

EXHIBIT C-4

CON_JAN	B	CON_MAR	CON_APR	CON_MAY	CON_J	CON_J	CON_AUG	CON_SEP	CC	CON_NOV	CON_DEC	TOT CU	CONT_NO
0.005	0.004	0.005	0.054	0.241	0.296	0.284	0.188	0.160	0.062	0.005	0.005	1.309	3.3.5.136a
0.042	0.038	0.042	0.044	0.062	0.066	0.066	0.058	0.054	0.046	0.041	0.042	0.601	3.3.5.129a
0.010	0.010	0.010	0.030	0.140	0.170	0.160	0.110	0.090	0.040	0.010	0.010	0.790	3.3.5.147b
0.014	0.013	0.014	0.031	0.139	0.171	0.165	0.111	0.096	0.038	0.014	0.014	0.820	3.3.5.192
0.010	0.010	0.010	0.030	0.140	0.170	0.160	0.110	0.090	0.040	0.010	0.010	0.790	3.3.5.259
0.005	0.004	0.005	0.015	0.069	0.086	0.082	0.055	0.047	0.018	0.005	0.005	0.396	3.3.5.89a
0.007	0.006	0.007	0.022	0.097	0.120	0.114	0.077	0.066	0.026	0.007	0.007	0.556	3.3.5.255
0.007	0.006	0.007	0.022	0.097	0.120	0.114	0.077	0.066	0.026	0.007	0.007	0.556	3.3.5.254
0.007	0.006	0.007	0.022	0.097	0.120	0.114	0.077	0.066	0.026	0.007	0.007	0.556	3.3.5.98
0.007	0.006	0.007	0.022	0.097	0.120	0.114	0.077	0.066	0.026	0.007	0.007	0.556	3.3.5.255
0.010	0.010	0.010	0.010	0.030	0.040	0.030	0.030	0.020	0.010	0.010	0.010	0.220	3.3.5.254
0.010	0.010	0.010	0.020	0.060	0.070	0.070	0.050	0.040	0.020	0.010	0.010	0.380	3.3.5.91
0.020	0.020	0.020	0.020	0.060	0.060	0.070	0.050	0.050	0.030	0.020	0.020	0.460	3.3.5.200a
0.007	0.006	0.007	0.011	0.030	0.036	0.034	0.025	0.022	0.012	0.007	0.007	0.204	3.3.5.87a
0.007	0.006	0.007	0.011	0.030	0.036	0.034	0.025	0.022	0.012	0.007	0.007	0.204	3.3.5.134a
0.014	0.013	0.014	0.059	0.289	0.361	0.343	0.227	0.195	0.073	0.014	0.014	1.616	3.3.5.253
0.012	0.011	0.012	0.035	0.108	0.129	0.125	0.087	0.075	0.037	0.012	0.012	0.655	3.3.5.242
0.005	0.004	0.005	0.023	0.082	0.098	0.095	0.065	0.055	0.025	0.005	0.005	0.467	3.3.5.88c
0.005	0.004	0.005	0.040	0.382	0.497	0.466	0.297	0.255	0.067	0.005	0.005	2.028	3.3.5.253
0.204	0.187	0.204	0.521	2.250	2.786	2.640	1.796	1.535	0.634	0.203	0.204	13.164	
0.045	0.040	0.045	0.064	0.173	0.205	0.198	0.144	0.128	0.072	0.043	0.045	1.202	3.3.5.146
0.061	0.061	0.061	0.061	0.092	0.111	0.109	0.089	0.085	0.064	0.061	0.061	0.916	3.3.5.163a
0.009	0.008	0.009	0.024	0.084	0.101	0.097	0.067	0.058	0.027	0.009	0.009	0.502	3.3.5.183
0.005	0.004	0.005	0.005	0.038	0.057	0.053	0.034	0.030	0.008	0.005	0.005	0.249	3.3.5.160a
0.101	0.009	0.101	0.022	0.107	0.134	0.127	0.085	0.074	0.028	0.010	0.010	0.808	3.3.5.161a
0.007	0.006	0.007	0.011	0.050	0.063	0.060	0.041	0.035	0.014	0.007	0.007	0.308	3.3.5.186
0.005	0.004	0.005	0.013	0.091	0.118	0.111	0.072	0.062	0.019	0.005	0.005	0.510	3.3.5.226
0.014	0.012	0.014	0.060	0.399	0.510	0.482	0.313	0.269	0.085	0.013	0.014	2.185	3.3.5.233
0.012	0.011	0.012	0.014	0.023	0.025	0.025	0.021	0.019	0.015	0.011	0.012	0.200	3.3.5.162a
0.259	0.155	0.259	0.274	1.057	1.324	1.262	0.866	0.760	0.332	0.164	0.168	6.880	
0.005	0.004	0.005	0.005	0.009	0.010	0.010	0.008	0.008	0.006	0.005	0.005	0.080	3.3.5.221
0.007	0.008	0.007	0.013	0.052	0.064	0.061	0.042	0.036	0.016	0.007	0.007	0.320	3.3.5.237
0.018	0.016	0.018	0.019	0.027	0.029	0.029	0.025	0.024	0.020	0.017	0.018	0.260	3.3.5.223
0.010	0.009	0.010	0.018	0.364	0.487	0.451	0.285	0.245	0.052	0.009	0.010	1.950	3.3.5.42
0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.036	3.3.5.211a
0.009	0.008	0.009	0.009	0.018	0.019	0.019	0.016	0.014	0.011	0.008	0.009	0.149	3.3.5.205
0.005	0.004	0.005	0.014	0.050	0.060	0.058	0.040	0.034	0.016	0.004	0.005	0.295	3.3.5.139a
0.010	0.009	0.010	0.009	0.010	0.009	0.010	0.010	0.009	0.010	0.009	0.010	0.115	3.3.5.127
0.007	0.006	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.083	3.3.5.106
0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.012	3.3.5.207
0.075	0.068	0.075	0.098	0.541	0.689	0.649	0.437	0.381	0.142	0.070	0.075	3.300	
0.027	0.024	0.027	0.048	0.158	0.192	0.184	0.129	0.113	0.055	0.026	0.027	1.010	3.3.5.154
1.358	1.169	1.368	2.245	7.915	9.701	9.229	6.444	5.618	2.563	1.247	1.281	50.138	

BWCD Domes cls (98CW89)

CATEGORY	CONT_NO	CONT_NAME	DIV JAN	DIV FEB	DIV MAR	DIV APR	DIV MAY	DIV JUN	DIV JUL	DIV AUG	DIV SEP	DIV OCT	DIV_NO	DIV_DEC	
B	3.3.5.265	FYRWALD	0.100	0.100	0.100	0.190	0.870	0.820	0.780	0.540	0.480	0.220	0.100	0.100	4.200
A	3.3.5.266a	HARRINGTON	0.030	0.030	0.030	0.040	0.090	0.110	0.100	0.090	0.070	0.050	0.030	0.030	0.700
A	3.3.5.266b	ZANKO	0.030	0.030	0.030	0.040	0.090	0.110	0.100	0.090	0.070	0.050	0.030	0.030	0.700
A	3.3.5.270	FISH	0.054	0.058	0.064	0.065	0.081	0.084	0.085	0.077	0.073	0.068	0.062	0.064	0.845
B	3.3.5.277	SIMMONS	0.036	0.033	0.036	0.045	0.145	0.176	0.169	0.120	0.107	0.054	0.035	0.036	0.992
B	3.3.5.278	SIMMONS	0.036	0.033	0.036	0.045	0.145	0.176	0.169	0.120	0.107	0.054	0.035	0.036	0.992
A	3.3.5.279	BAILEY	0.032	0.029	0.032	0.034	0.044	0.046	0.046	0.041	0.039	0.035	0.031	0.032	0.441
A	3.3.5.283	BENNETT	0.032	0.029	0.032	0.064	0.144	0.184	0.162	0.119	0.105	0.066	0.031	0.032	0.980
A	3.3.5.288	MANISCALCHI	0.064	0.058	0.064	0.070	0.100	0.108	0.106	0.092	0.085	0.073	0.062	0.064	0.944
A	3.3.5.289	GERBAZ	0.032	0.029	0.032	0.035	0.085	0.101	0.096	0.073	0.066	0.040	0.031	0.032	0.654
E	3.3.5.293	PINES	0.035	0.032	0.035	0.083	0.276	0.344	0.327	0.222	0.193	0.079	0.034	0.035	1.675
B	3.3.5.294	DOUBLE X QTR CIRCLE RANCH HOA	0.824	0.474	0.524	0.553	1.011	0.000	0.000	0.000	0.000	0.605	0.507	0.524	4.722
E	3.3.5.300	HUBER	0.081	0.073	0.081	0.078	0.081	0.078	0.081	0.081	0.078	0.081	0.078	0.081	0.952
B	3.3.5.304	EUBANK	0.030	0.028	0.030	0.231	0.669	0.900	1.002	0.758	0.415	0.118	0.028	0.030	4.239
		TOTAL	1.126	1.036	1.126	1.553	3.631	3.215	3.225	2.423	1.888	1.593	1.094	1.126	23.036
Type A Wells			0.284	0.263	0.284	0.348	0.634	0.721	0.697	0.582	0.508	0.382	0.277	0.284	5.264
Type B Wells			0.726	0.668	0.726	1.064	2.640	2.072	2.120	1.538	1.109	1.051	0.705	0.726	15.145
Type E Wells			0.116	0.105	0.116	0.141	0.357	0.422	0.408	0.303	0.271	0.160	0.112	0.116	2.627
BWCD Commercial Wells															
B	3.3.5.265	FRYWALD	0.700	0.630	0.700	0.680	0.700	0.660	0.700	0.700	0.680	0.700	0.680	0.700	8.250
A	3.3.5.290	S-G LAND CO. LLC	0.054	0.048	0.054	0.054	0.065	0.066	0.068	0.063	0.059	0.057	0.051	0.054	0.693
E	3.3.5.291	MID CONTINENT RESOURCES	0.131	0.131	0.131	0.187	0.396	0.459	0.445	0.337	0.306	0.195	0.131	0.131	2.980
B	3.3.5.304	EUBANK	0.590	0.552	0.590	0.570	0.590	0.570	0.590	0.590	0.570	0.590	0.570	0.590	6.982
		TOTAL	1.475	1.361	1.475	1.491	1.751	1.775	1.803	1.690	1.615	1.542	1.432	1.475	18.885
Type A Wells			0.054	0.048	0.054	0.054	0.065	0.066	0.068	0.063	0.059	0.057	0.051	0.054	0.693
Type B Wells			1.290	1.182	1.290	1.250	1.290	1.250	1.290	1.290	1.250	1.290	1.250	1.290	15.212
Type E Wells			0.131	0.131	0.131	0.187	0.396	0.459	0.445	0.337	0.306	0.195	0.131	0.131	2.980

EXHIBIT C-6

CON JA	CON FE	CON MA	CON AP	CON MA	CON JU	CON JUL	CON AU	CON SE	CON OC	CON NO	CON DEC	
0.015	0.015	0.015	0.060	0.400	0.500	0.480	0.310	0.260	0.080	0.015	0.015	2.165
0.010	0.010	0.010	0.020	0.050	0.070	0.060	0.040	0.040	0.020	0.010	0.010	0.350
0.010	0.010	0.010	0.020	0.050	0.070	0.060	0.040	0.040	0.020	0.010	0.010	0.350
0.010	0.009	0.010	0.012	0.023	0.027	0.026	0.020	0.018	0.013	0.009	0.010	0.187
0.009	0.008	0.009	0.017	0.096	0.122	0.115	0.076	0.066	0.024	0.008	0.009	0.560
0.009	0.008	0.009	0.017	0.096	0.122	0.115	0.076	0.066	0.024	0.009	0.009	0.560
0.005	0.004	0.005	0.007	0.014	0.016	0.016	0.012	0.011	0.007	0.005	0.005	0.107
0.005	0.004	0.005	0.031	0.095	0.111	0.108	0.075	0.064	0.032	0.005	0.005	0.540
0.010	0.009	0.010	0.016	0.038	0.044	0.043	0.032	0.028	0.017	0.008	0.010	0.266
0.005	0.004	0.005	0.008	0.048	0.061	0.057	0.038	0.033	0.011	0.055	0.005	0.330
0.005	0.005	0.005	0.028	0.196	0.254	0.239	0.155	0.133	0.041	0.005	0.005	1.073
0.079	0.071	0.079	0.112	0.468	0.000	0.000	0.000	0.000	0.143	0.076	0.079	1.107
0.021	0.019	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.250
0.004	0.004	0.004	0.175	0.548	0.744	0.830	0.622	0.332	0.078	0.004	0.004	3.349
0.197	0.180	0.197	0.544	2.145	2.162	2.170	1.517	1.112	0.531	0.242	0.197	11.194
0.055	0.050	0.055	0.114	0.318	0.399	0.370	0.257	0.234	0.120	0.103	0.055	2.130
0.116	0.106	0.116	0.381	1.608	1.488	1.540	1.084	0.724	0.349	0.113	0.116	7.741
0.026	0.024	0.026	0.049	0.219	0.275	0.260	0.178	0.154	0.062	0.026	0.026	1.323
0.110	0.090	0.110	0.100	0.110	0.100	0.110	0.110	0.100	0.110	0.100	0.110	1.260
0.008	0.007	0.008	0.010	0.018	0.019	0.019	0.015	0.014	0.010	0.008	0.008	0.144
0.020	0.020	0.020	0.064	0.232	0.282	0.271	0.185	0.160	0.071	0.020	0.020	1.365
0.105	0.097	0.105	0.100	0.105	0.100	0.105	0.105	0.100	0.105	0.100	0.105	1.232
0.243	0.214	0.243	0.274	0.465	0.501	0.505	0.415	0.374	0.296	0.226	0.243	4.001
0.008	0.007	0.008	0.010	0.018	0.019	0.019	0.015	0.014	0.010	0.008	0.008	0.144
0.215	0.187	0.215	0.200	0.215	0.200	0.215	0.215	0.200	0.215	0.200	0.215	2.482
0.020	0.020	0.020	0.064	0.232	0.282	0.271	0.185	0.160	0.071	0.020	0.020	1.365

EXHIBIT C-7

TABLE 3

BASALT WATER CONSERVANCY DISTRICT

TROY AND EDITH DITCH AUGMENTATION PLAN (98CW26)
DELAYED STREAM DEPLETIONS

MONTH	GROUP A DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP B DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP C DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS
JAN	0.325	0.057	0.833	0.468	0.082	0.916	0.204	0.059	0.777
FEB	0.303	0.057	0.833	0.432	0.080	0.894	0.187	0.057	0.750
MAR	0.325	0.057	0.833	0.478	0.077	0.880	0.204	0.056	0.737
APR	0.636	0.062	0.906	0.668	0.076	0.849	0.521	0.061	0.803
MAY	2.384	0.108	1.578	1.525	0.076	0.849	2.250	0.085	1.119
JUN	2.914	0.134	1.958	1.796	0.080	0.894	2.786	0.112	1.474
JUL	2.769	0.132	1.929	1.725	0.085	0.949	2.640	0.123	1.619
AUG	1.920	0.108	1.578	1.296	0.089	0.994	1.796	0.116	1.527
SEP	1.679	0.100	1.461	1.150	0.090	1.005	1.535	0.106	1.395
OCT	0.702	0.070	1.023	0.698	0.090	1.005	0.634	0.090	1.185
NOV	0.322	0.058	0.848	0.462	0.089	0.994	0.203	0.072	0.948
DEC	0.335	0.057	0.833	0.472	0.086	0.961	0.204	0.063	0.829
ANNUAL	14.614	1.000	14.614	11.170	1.000	11.170	13.164	1.000	13.164

	DEPLETIONS	FACTOR	DEPLETIONS	DEPLETIONS	FACTOR	DEPLETIONS	DEPLETIONS	FACTOR	DEPLETIONS	DEPLETIONS
JAN	0.259	0.085	0.585	0.075	0.083	0.274	0.027	0.077	0.078	3.462
FEB	0.155	0.084	0.578	0.068	0.084	0.277	0.024	0.075	0.076	3.408
MAR	0.259	0.083	0.571	0.075	0.084	0.277	0.027	0.074	0.075	3.353
APR	0.274	0.082	0.564	0.098	0.084	0.277	0.048	0.076	0.077	3.476
MAY	1.057	0.081	0.557	0.541	0.084	0.277	0.158	0.082	0.083	4.463
JUN	1.324	0.080	0.550	0.689	0.084	0.277	0.192	0.090	0.091	5.245
JUL	1.262	0.081	0.557	0.649	0.083	0.274	0.184	0.094	0.095	5.424
AUG	0.866	0.081	0.557	0.437	0.083	0.274	0.129	0.094	0.095	5.026
SEP	0.760	0.083	0.571	0.381	0.083	0.274	0.113	0.091	0.092	4.799
OCT	0.332	0.085	0.585	0.142	0.083	0.274	0.055	0.086	0.087	4.159
NOV	0.164	0.087	0.599	0.070	0.082	0.271	0.026	0.082	0.083	3.742
DEC	0.168	0.088	0.605	0.075	0.083	0.274	0.027	0.079	0.080	3.582
ANNUAL	6.880	1.000	6.880	3.300	1.000	3.300	1.010	1.000	1.010	50.138

TABLE 3A

BASALT WATER CONSERVANCY DISTRICT

TROY AND EDITH DITCH AUGMENTATION PLAN NO. 2 (98CW89)
DELAYED STREAM DEPLETIONS
DOMESTIC WELLS

MONTH	GROUP A DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP B DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP C DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS
JAN	0.055	0.057	0.121	0.116	0.082	0.635	0.000	0.059	0.000
FEB	0.050	0.057	0.121	0.106	0.080	0.619	0.000	0.057	0.000
MAR	0.055	0.057	0.121	0.116	0.077	0.596	0.000	0.056	0.000
APR	0.114	0.062	0.132	0.381	0.076	0.586	0.000	0.061	0.000
MAY	0.318	0.108	0.230	1.608	0.076	0.588	0.000	0.085	0.000
JUN	0.399	0.134	0.285	1.488	0.080	0.619	0.000	0.112	0.000
JUL	0.370	0.132	0.281	1.540	0.085	0.658	0.000	0.123	0.000
AUG	0.257	0.108	0.230	1.084	0.089	0.689	0.000	0.116	0.000
SEP	0.234	0.100	0.213	0.724	0.090	0.697	0.000	0.106	0.000
OCT	0.120	0.070	0.149	0.349	0.090	0.697	0.000	0.090	0.000
NOV	0.103	0.058	0.124	0.113	0.089	0.689	0.000	0.072	0.000
DEC	0.055	0.057	0.121	0.116	0.086	0.666	0.000	0.063	0.000
ANNUAL	2.130	1.000	2.130	7.741	1.000	7.741	0.000	1.000	0.000

MONTH	GROUP D	DEPLETION	DELAYED	GROUP E	DEPLETION	DELAYED	GROUP F	DEPLETION	DELAYED	TOTAL
JAN	0.000	0.085	0.000	0.024	0.083	0.110	0.000	0.077	0.000	0.866
FEB	0.000	0.084	0.000	0.026	0.084	0.111	0.000	0.075	0.000	0.852
MAR	0.000	0.083	0.000	0.049	0.084	0.111	0.000	0.074	0.000	0.829
APR	0.000	0.082	0.000	0.219	0.084	0.111	0.000	0.076	0.000	0.832
MAY	0.000	0.081	0.000	0.275	0.084	0.111	0.000	0.082	0.000	0.929
JUN	0.000	0.080	0.000	0.260	0.084	0.111	0.000	0.090	0.000	1.016
JUL	0.000	0.081	0.000	0.176	0.083	0.110	0.000	0.094	0.000	1.049
AUG	0.000	0.081	0.000	0.154	0.083	0.110	0.000	0.094	0.000	1.029
SEP	0.000	0.083	0.000	0.062	0.083	0.110	0.000	0.091	0.000	1.019
OCT	0.000	0.085	0.000	0.026	0.083	0.110	0.000	0.086	0.000	0.956
NOV	0.000	0.087	0.000	0.026	0.082	0.108	0.000	0.082	0.000	0.921
DEC	0.000	0.088	0.000	0.026	0.083	0.110	0.000	0.079	0.000	0.897
ANNUAL	0.000	1.000	0.000	1.323	1.000	1.323	0.000	1.000	0.000	11.194

EXHIBIT D-2

TABLE 6B

BASALT WATER CONSERVANCY DISTRICT

TROY AND EDITH DITCH AUGMENTATION PLAN NO. 2
DELAYED STREAM DEPLETIONS
COMMERCIAL WELLS

MONTH	GROUP A DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP B DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS	GROUP C DEPLETIONS	DEPLETION FACTOR	DELAYED DEPLETIONS
JAN	0.008	0.057	0.008	0.215	0.082	0.204	0.000	0.059	0.000
FEB	0.007	0.057	0.008	0.187	0.080	0.199	0.000	0.057	0.000
MAR	0.008	0.057	0.008	0.215	0.077	0.192	0.000	0.056	0.000
APR	0.010	0.062	0.009	0.200	0.076	0.189	0.000	0.061	0.000
MAY	0.018	0.108	0.016	0.215	0.076	0.189	0.000	0.085	0.000
JUN	0.019	0.134	0.019	0.200	0.080	0.199	0.000	0.112	0.000
JUL	0.019	0.132	0.019	0.215	0.085	0.212	0.000	0.123	0.000
AUG	0.015	0.108	0.016	0.215	0.089	0.222	0.000	0.116	0.000
SEP	0.014	0.100	0.014	0.200	0.090	0.224	0.000	0.106	0.000
OCT	0.010	0.070	0.010	0.215	0.090	0.224	0.000	0.090	0.000
NOV	0.008	0.058	0.008	0.200	0.089	0.222	0.000	0.072	0.000
DEC	0.008	0.057	0.008	0.215	0.086	0.214	0.000	0.063	0.000
ANNUAL	0.144	1.000	0.144	2.492	1.000	2.492	0.000	1.000	0.000

MONTH	GROUP D	DEPLETION	DELAYED	GROUP E	DEPLETION	DELAYED	GROUP F	DEPLETION	DELAYED	TOTAL
JAN	0.000	0.085	0.000	0.020	0.083	0.113	0.000	0.077	0.000	0.326
FEB	0.000	0.084	0.000	0.020	0.084	0.115	0.000	0.075	0.000	0.322
MAR	0.000	0.083	0.000	0.020	0.084	0.115	0.000	0.074	0.000	0.315
APR	0.000	0.082	0.000	0.064	0.084	0.115	0.000	0.076	0.000	0.313
MAY	0.000	0.081	0.000	0.232	0.084	0.115	0.000	0.082	0.000	0.320
JUN	0.000	0.080	0.000	0.282	0.084	0.115	0.000	0.090	0.000	0.333
JUL	0.000	0.081	0.000	0.271	0.083	0.113	0.000	0.094	0.000	0.344
AUG	0.000	0.081	0.000	0.185	0.083	0.113	0.000	0.094	0.000	0.351
SEP	0.000	0.083	0.000	0.160	0.083	0.113	0.000	0.091	0.000	0.352
OCT	0.000	0.085	0.000	0.071	0.083	0.113	0.000	0.086	0.000	0.348
NOV	0.000	0.087	0.000	0.020	0.082	0.112	0.000	0.082	0.000	0.342
DEC	0.000	0.088	0.000	0.020	0.083	0.113	0.000	0.079	0.000	0.336
ANNUAL	0.000	1.000	0.000	1.365	1.000	1.365	0.000	1.000	0.000	4.001

EXHIBIT 15-A4

DISTRICT COURT, WATER DIVISION 5, COLORADO 109 EIGHTH STREET, SUITE 104 GLENWOOD SPRINGS, CO 81601 PHONE NUMBER: (970) 945-5075	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **BASALT WATER CONSERVANCY DISTRICT** IN SUMMIT, GARFIELD, PITKIN AND EAGLE COUNTIES, COLORADO.	▲ COURT USE ONLY ▲
ATTORNEYS FOR APPLICANT: DAVID C. HALLFORD, ATTY. REG. NO. 10510 CHRISTOPHER L. GEIGER, ATTY. REG. NO. 32333 BALCOMB & GREEN, P.C. POST OFFICE DRAWER 790 GLENWOOD SPRINGS, CO 81602 TELEPHONE: (970) 945-6546 FACSIMILE: (970) 945-8902 E-MAIL: DHALLFORD@BALCOMBGREEN.COM, CHRISG@BALCOMBGREEN.COM	CASE NUMBER: **01CW305** WATER DIVISION NO. 5

AMENDED APPLICATION FOR CHANGE OF WATER RIGHT, FOR APPROVAL OF PLAN FOR AUGMENTATION, INCLUDING EXCHANGE, AND FOR CONDITIONAL RIGHT OF EXCHANGE

Name, address, telephone number of Applicant:

Basalt Water Conservancy District
P.O. Box 974
Glenwood Springs, CO 81602

Direct all correspondence and inquiries to:

David C. Hallford
Christopher L. Geiger
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
Telephone: (970) 945-6546

BACKGROUND INFORMATION

The Basalt Water Conservancy District (hereinafter "District") filed an Application for Change of Water Right; Approval of Plan for Augmentation, Including Exchange; And Conditional Right of Exchange on November 30, 2001. That Application requests approval of changes of water rights and a plan for augmentation plan to cover diversions and depletions from diversions by existing District contractees within the District's service Area A, as described therein. The extreme drought year experienced in 2002 motivated the District to reevaluate the plan for augmentation sought in the Application. Based on an engineering analysis of 2002 river conditions and administration, the District determined that the plan for augmentation sought in the Application would have operated successfully even in the extreme drought year of 2002, and decided to proceed.

The District is filing this Amended Application to add additional District contractees to this plan for augmentation. The additional contractees are District constituents who, in many cases, obtained District contracts during the period when the District was reevaluating the plan for augmentation sought in the Application. This Amended Application restates and supplements the Application filed on November 30, 2001, except that, unless otherwise stated herein, the claims made in this Amended Application shall relate back to the original Application pursuant to C.R.C.P. 15(c). The changes of water rights and description of the plan for augmentation, including exchange, are more fully set forth below.

I. CLAIM FOR CHANGE OF WATER RIGHT: ALTERNATE POINTS OF DIVERSION

1. Decreed Name of Structure For Which Changes Are Sought: Basalt Conduit

2. Information from previous Decrees:

   A. Date Entered: June 20, 1958,
   Case No. C.A. 4613
   Court: Garfield County District Court

   B. Decreed Point of Diversion: The decreed headgate and point of diversion is located on the left side of the Frying Pan River in the NE¼NW¼ of unsurveyed Section 18, T. 8 S., R. 84 W., 6th P.M. at the head of the outlet tube for Ruedi Reservoir whence the SW corner of Section 7 of T. 8 S., R. 84 W., 6th P.M. bears N. 79°00' W., a distance of 2,017.1 feet.

C. Source: The Frying Pan River, tributary to the Roaring Fork River, tributary to the Colorado River.

D. Appropriation Date: July 29, 1957

E. Amount: 450 cfs

F. Use: Generation of electricity, irrigation, domestic, municipal, stockwatering, piscatorial and industrial.

G. Diligence: Findings of diligence for the Basalt Conduit water rights were entered and decreed in W-44, W-56, W-789-76, 80CW94, 88CW85, 95CW52 and 03CW041.

3. Proposed Change: Applicant seeks an alternate point of diversion of the Basalt Conduit in the amount of 13.589 cfs, which is the cumulative total of the maximum rates of diversions at these described alternate points:

A. Contract No. 3.3.5.75b, Eric Smith Well

(1) Located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 1,600 feet from the South Section line and 4,700 feet from the East Section line.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Garfield

B. Contract No.: 3.3.5.76a, Steve Crowley Well

(1) Located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 1,590 feet from the South section line and 4,400 from the East section line.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Garfield

C. Contract No.: 3.3.5.77b, Missey Well

(1) Located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 1,580 feet from the South Section line and 4,100 feet from the East Section line.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Garfield

D. Contract No.: 3.3.5.93a, Long Well

(1) Located in the SW¼SW¼, Section 1, T.8S., R.86W., 6th P.M., at a point 900 feet from the South section line and 380 feet from the West section line.

(2) Amount: 1.80 AF, 0.100 cfs

(3) County: Eagle

E. Contract No.: 3.3.5.100a, Pedersen Well (1)

(1) Located in the NW¼SW¼, Section 21, T.7S., R.87W., 6th P.M., at a point 1,500 feet from the South Section line and 300 feet from the West Section line.

(2) Amount: 0.60 AF, 0.033 cfs

(3) County: Garfield

F. Contract No.: 3.3.5.101a, Pedersen Well (2)

(1) Located in the NW¼SW¼, Section 21, T.7S., R.87W., 6th P.M., at a point 1,400 feet from the South Section line and 100 feet from the West Section line.

(2) Amount: 0.60 AF, 0.033 cfs

(3) County: Garfield

G. Contract No.: 3.3.5.109e, Graybeal Well, f/k/a Heater Well

(1) Located in the SE¼SE¼, Section 28, T.7S., R.87W., 6th P.M., at a point 1,275 feet from the South Section line and 750 feet from the East Section line.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Eagle

H. Contract No.: 3.3.5.118a, Eirman Well

(1) Located in the NW¼SE¼, Section 2, T 8 S, R.86W., 6th PM, 1,500 feet from the South Section line and 2,500 feet from the East Section line.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Eagle

I. Contract No.: 3.3.5.119c, MacDonald Well

(1) Located in the SW¼SE¼, Section 28, T.7S. R.87W., 6th P.M., at a point1,000 feet from the South Section line and 2,500 feet from the East Section line.

(2) Amount: 1.20 AF, 0.033 cfs

(3) County: Eagle

J. Contract No.: 3.3.5.120a, Isaac Well: Deleted from Plan for Augmentation

K. Contract No.: 3.3.5.132a,

(1) Red Rock Ranch HOA Wells

A well situate in the NW¼NE¼ of Section 10, T.8S., R.87W., 6th P.M., at a point1,648 feet South of North Section line, 1,040 feet West of East Section line.

A well situate in the NE¼ of Section 10, T.8S., R.87W., 6th P.M., at a point 1,900 feet South of North section line, 790 feet West of East section line.

A well situate in the NE¼ of Section 10, T.8S., R.87W., 6th P.M., at a point 1,795 feet South of North section line, 605 feet West of East section line.

Thomas Collins Well: situate in the SE¼NE¼ of Section 10, T.8S., R.87W., 6th P.M., 3,180 feet from the South Section line and 300 feet from the East Section line.

A well situate in the SW¼ of Section 11, T.8S., R.87W., 6th P.M., at a point 2,280 feet North of South section line, 60 feet East of West section line.

Howard Gunther Well: situate in the NW¼SW¼ of Section 11, T.8S., R.87W., 6th P.M., at a point 1,905 feet North of South section line, 60 feet East of West section line.

Zurcher Well: located in the SE¼NE¼, Section 10, T.8S., R.87W., 6th P.M., at a point 1,803 feet from the North Section line and 734 feet from the East Section line.

(2) Amount: 8.0 AF, 0.250 cfs
(3) County: Eagle

L. Contract No.: 3.3.5.187, Big Spring, Cabin Spring, Lime Spring
(1)

Big Spring: located in the NW¼SE¼, Section 8, T.8S., R.83W., 6th P.M., at a point 2,181 feet from South section line and 1,411 feet from East line of said Section.

Cabin Spring: located in the SW1/4SE1/4, Section 8, T. 8 S., R. 83W., 6th P.M., at a point 700 feet from South section line and 2,630 feet from East section line.

Lime Spring: located in the SE1/4SE1/4, Section 8, T. 8 S., R. 83 W., 6th P.M., at a point 900 feet from South section line and 400 feet from East section line.

(2) Amount: 12.3 AF, 3.89 cfs
(3) County: Pitkin

M. Contract No.: 3.3.5.199, Aspen Village River Homes Well

(1) Located in the NE¼SE¼, Section 6, T.9S., R.85W., 6th P.M., at a point 1,870 feet from South Section line and 220 feet from the East Section line.

(2) Amount: 9.7 AF, 0.111 cfs

(3) County: Pitkin

N. Contract No.: 3.3.5.201b, Davis Well

(1) Located in the SW¼NE¼, Section 26, T.8S., R.86W., 6th P.M., at a point 3,462 feet from South Section line and 1,356 feet from the East Section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Pitkin

O. Contract No.: 3.3.5.205, Christeleit Subdivision Well

(1) Located in the NE¼NW¼, Section 30, T.6S., R.88W., 6th P.M., at a point 4,300 feet from the South section line and 3,100 from the East section line.

(2) Amount: 6.10 AF, 0.230 cfs

(3) County: Garfield

P. Contract No.: 3.3.5.208, Pine Well (a.k.a. Herring Well)

(1) Located in the NW¼NW¼, Section 17, T.7S., R88W, 6th P.M., at a point1,250 feet from the North section line and 1,025 feet from the West Section line.

(2) Amount: 2.50 AF, 0.067 cfs

(3) County: Garfield

Q. Contract No.: 3.3.5.213, Crowley Acres HOA Well (a.k.a. Ray Crowley Well)

(1) Located in the SW¼SW¼, Section 7, T.8S., R.83W., 6th P.M., at a point 670 feet from the South section line and 750 feet from the West section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Pitkin

R. Contract No.: 3.3.5.216b, Calle Perfecto Business Park LLC Well

(1) Located in the SW¼SW¼, Section 9, T.9S., R.85W., 6th P.M., at a point 150 feet from the South section line and 1,310 feet from the West section line.

(2) Amount: 1.2 AF, 0.045 cfs

(3) County: Pitkin

S. Contract No.: 3.3.5.227b, Riley Well

(1) Located in the NW¼NW¼ of Section 27, T.7S., R.88W., 6th P.M., at a point 768 feet North of the South section line and 235 feet West of the East section line.

(2) Amount: 2.70 AF, 0.067 cfs

(3) County: Garfield

T. Contract No.: 3.3.5.230, Bones Well

(1) Located in the SW¼SE¼, Section 33, T.7S., R.87W., 6th P.M., at a point 1,040 feet from the South section line and 1,400 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Eagle

U. Contract No.: 3.3.5.234, Ho Well

(1) Located in NE¼NW¼, Section 16, T.9S., R.85W., 6th P.M., at a point 175 feet from the North section line and 1,960 feet from the West section line.

(2) Amount: 11.20 AF, 0.033 cfs

(3) County: Pitkin

V. Contract No.: 3.3.5.236, Cleveland Well

(1) Located in the NW¼SE¼, Section 22, T.7S., R.87W., 6th P.M., at a point 2,350 feet from the South section line and 1,500 feet from the East section line.

(2) Amount: 1.70 AF, 0.033 cfs

(3) County: Eagle

W. Contract No.: 3.3.5.244, McDonough Well

(1) Located in the NE¼NW¼, Section 16, T.9S., R.85W., 6th P.M., at a point 50 feet from the North section line and 1,700 feet from the West section line.

(2) Amount: 4.0 AF, 0.150 cfs

(3) County: Pitkin

X. Contract No.: 3.3.5.245a, Jelinek Well

(1) Located in the NE¼NW¼, Section 16, T.9S., R. 85W., 6th P.M., at a point 900 feet from the North section line and 2,200 feet from the West section line.

(2) Amount: 1.50, 0.033 cfs

(3) County: Pitkin

Y. Contract No.: 3.3.5.258, Pinion Grove HOA Wells

(1)

Lot 1 Well: Located in the NW1/4SW1/4, Section 28, T.7S., R.87W., 6th P.M., at a point1,920 feet from the South section line and 1,150 feet from the West section line, 6th P.M.

Lot 2 Well: located in the NW¼ SW¼, Section 28, T.7S., R.87W., 6th P.M., at a point 2,340 feet from the South section line and 1,097 feet from the West section line.

(2) Amount: 11.30, 0.132 cfs

(3) County: Eagle

Z. Contract No.: 3.3.5.269, Levitt Wells

(1)

Levitt Well No.1: located in the NW¼SW¼, Section 28, T.7S., R.87W., 6th P.M., at a point 1,352 feet from the South section line and 1,081 feet from the West section line.

Levitt Well No. 2: located in the NE¼SW¼, Section 28, T.7S., R.87W., 6th P.M., at a point 1,470 feet from the South section line and 2,001 feet from the West section line.

Levitt Well No. 3: located in the NE¼SW¼, Section 28, T.7S., R.87W., 6th P.M., at a point 1,470 feet from the South section line and 1,900 feet from the West section line.

(2) Amount: 14.20 AF, 0.110 cfs

(3) County: Garfield

AA. Contract No.: 3.3.5.273a, PePaw Well

(1) Lot 1 Well: located in the NE¼SW¼, Section 33, T.7S., R.87W., 6th P.M., at a point 1,820 feet from the South section line and 2,680 feet from the East section line.

(2) Amount: 1.00 AF, 0.033 cfs

(3) County: Garfield

BB. Contract No.: 3.3.5.274a, Rieser Well

(1) Lot 2 Well: located in the NE¼SW¼, Section 33, T.7S., R.87W., 6th P.M., at a point 2,100 feet from the South section line and 2,720 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Garfield

CC. Contract No.: 3.3.5.275.a, Friel Well, (f.k.a Arnold Well)

(1) Lot 3 Well: located in the NE¼SW¼, Section 33, T.7S., R.87W., 6th P.M., at a point 1,950 feet from the South section line and 3,000 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Garfield

DD. Contract No.: 3.3.5.276.b, Simpson Well (f.k.a Arnold Well)

(1) Lot 4 Well: located in the NE¼SW¼, Section 33, T.7S., R.87W., 6th P.M., at a point 2,380 feet from the South section line and 3,100 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Garfield

EE. Contract No.: 3.3.5.280a, Helmick Well, (a.k.a. Walker Well)

(1) Located NW¼NE¼, Section 29, T.6S., R.88W., 6th P.M., at a point 600 feet from the North section line and 2,300 feet from the East section line.

(2) Amount: 0.90 AF, 0.033 cfs

(3) County: Garfield

FF. Contract No.: 3.3.5.282a, Riverwalk at the Fryingpan (a.k.a Caddis Fly Partners, LLC.)

(1) Pump and pipeline located in the SE¼SE¼, Section 7, T.8S., R.86W., 6th P.M., at a point900 feet from the South section line and 450 feet from the East section line.

(2) Amount: 0.90 AF, 0.220 cfs

(3) County: Eagle

GG. Contract No.: 3.3.5.284b, Poulos Well f/k/a TRM Corp of Colorado

(1) Mid Valley Well No. 2 (051135-F): located in the SW¼SE¼, Section 28, T.7S., R.87W., 6th P.M., at a point 3,980 feet from the North section line and 2,622 feet from the East section line.

(2) Amount: 0.80 AF, 0.033 cfs
(3) County: Garfield

HH. Contract No.: 3.3.5.286a, Heliski Well (aka Glassier No. 1 Well)
(1) Located in the SE¼SE¼, Section 33, T.7S., R.87W., 6th P.M., at a point800 feet from the South section line and 1,225 feet from the East section line.
(2) Amount: 1.0 AF, 0.033 cfs
(3) County: Eagle

II. Contract No.: 3.3.5.287, Gershman Well
(1) Located in the SE¼SW¼, Section 7, T.8S., R.86W., 6th P.M., at a point1,200 feet from the South line and 2,000 feet from the West line.
(2) Amount: 0 .70 AF, 0.033 cfs
(3) County: Eagle

JJ. Contract No.: 3.3.5.295, Lowell Well
(1) Located in the SW¼NW¼, Section 26, T.6S., R89W, 6th P.M., at a point2,350 feet from the North line and 400 feet from the West line.
(2) Amount: 0.90 AF, 0.033 cfs
(3) County: Garfield

KK. Contract No.: 3.3.5.296a, Seibert Well
(1) Located in the SE¼NE¼, Section 27, T.7S., R.87W., 6th P.M., at a point1,950 feet from the North section line and 1,450 feet from the East section line.
(2) Amount: 1.0 AF, 0.033 cfs
(3) County: Eagle

LL. Contract No.: 3.3.5.297, Moore/Englund Wells
(1)

Tract A Well: located in the SW¼NW¼, Section 32, T.7S., R.87W., 6th P.M., at a point 2,350 feet from the North section line and 1,315 feet from the West section line.

Tract B Well: located in the SE¼NW¼, Section 32, T.7 S., R.87 W., 6th P.M., at a point 2,320 feet from the North section line and 1,680 feet from the West section line.

(2) Amount: 2.0 AF, 0.067 cfs
(3) County: Garfield

MM. Contract No.: 3.3.5.305, Ulrych Well

(1) Located in the SE¼NW¼, Section 32, T.7S., R.87W., 6th P.M., at a point 1,400 feet from the North section line and 2,600 feet from the West section line.

(2) Amount: 0.60, 0.033 cfs

(3) County: Garfield

NN. Contract No.: 3.3.5.307, Terliamis/Shaw Well

(1) Located on Parcel B, NW¼SE¼, Section 1, T.7S., R.89W., 6th P.M., at a point 2,400 feet from the South section line and 1,700 feet from the East section line.

(2) Amount: 0.50, 0.033 cfs

(3) County: Garfield

OO. Contract No.: 3.3.5.309a, Snow County Investments Well f/k/a Carlson/Sterret

(1) Metal Shed Well: located in the NW¼NW¼, Section 32, T.7S., R.87W., 6th P.M., at a point 1,305 feet from the North section line and 1,195 feet from the West section line.

(2) Amount: 2.90 AF, 0.033 cfs

(3) County: Garfield

PP. Contract No.: 3.3.5.310b, Hamalak Well (f.k.a Ruston)

(1) Bradley Well: located on Lot 10, Winward Ranch Subdivision, in the SE¼NW¼, Section 6, T.8S., R.84W., 6th P.M., at a point 2,082 feet from the North section line and 2,400 feet from the West section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Eagle

QQ. Contract No.: 3.3.5.312a, Cozy Point, L.P. Well

(1) Located in the NW¼SE¼, Section 35, T.6S., R.89W., 6th P.M., at a point 1,700 feet from the South section line and 1,950 feet from the East section line.

(2) Amount: 0.40 AF, 0.033 cfs

(3) County: Garfield

RR. Contract No.: 3.3.5.314, Schutter Well f/k/a Moore

(1) Located in the SE¼NW¼, Section 32, T.7S., R.87W., 6th P.M., at a point 1,895 feet from the North section line and 1,350 feet from the West section line.

(2) Amount: 0.90 AF, 0.067 cfs

(3) County: Garfield

SS. Contract No.: 3.3.5.315b, Bailey Well f/k/a Murray

(1) Located on Lot 1B, Goose Creek Subdivision in the SE¼NE¼, Section 34, T.7S., R.88W., 6th P.M., at a point 3,250 feet from the South section line and 450 feet from the East section line.

(2) Amount: 0.90 AF, 0.033 cfs

(3) County: Garfield

TT. Contract No.: 3.3.5.316, Inverso Well

(1) Located in the SW¼NW¼, Section 26, T.6S., R.89W., 6th P.M., at a point 1,978 feet from the North section line 534 feet from the West section line.

(2) Amount: 0.80 AF, 0.033 cfs

(3) County: Garfield

UU. Contract No.: 3.3.5.317a, Crandall Well (Lot 4A Well)

(1) Located on Arlian Ranch in the SE¼SE¼, Section 33, T.7S., R.87W., 6th P.M., at a point 500 feet from the South section line and 700 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Eagle

VV. Contract No.: 3.3.5.318a, White/Marble Well (Lot 4B Well)

(1) Located on Arlian Ranch in the SE¼SE¼, Section 33, T.7S., R.87W., 6th P.M., at a point 320 feet from the South section line and 700 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Eagle

WW. Contract No.: 3.3.5.319a, Crandall/Nieslanik Well (f.k.a. Rominger)

(1) Located in the NW¼NW¼, Section 11, T.8S., R.88W., 6th P.M., at a point 700 feet from the North section line and 900 feet from the West section line.

(2) Amount: 1.80 AF, 0.049 cfs

(3) County: Garfield

XX. Contract No.: 3.3.5.320a, Waterman Well

(1) Located in the SE¼SW¼, Section 17, T.8S., R.86W., 6th PM. 600 feet from the South section line and 1500 feet from the West section line.

(2) Amount: 7.0 AF, 0.033 cfs

(3) County: Pitkin

YY. Contract No.: 3.3.5.323a, Morrison Well f/k/a Jewkes

(1) Located in the NE¼ SW¼, Section 1, T.8S., R.86W., 6th P.M., at a point 1,250 feet from the South section line and 1,400 feet from the West section line. Lot 11, Seven Castles Subdivision.

(2) Amount: 0.70 AF, 0.033 cfs

(3) County: Eagle

ZZ. Contract No.: 3.3.5.324, St. Finnbar Wells

(1)

Well #1 Lot 1: located in the SE¼NW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 2,595 feet from the North section line and 2,320 feet from the West section line.

Well #1, Lot 2: located in the SE¼NW¼, Section 31, T.7S., R.87W., 6th P.M., at a point2,455 feet from the North section line and 1,930 feet from the West section line.

Well #1, Lot 3: located in the SE¼NW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 2,405 feet from the North section line and 1,715 feet from the West section line.

Well #1, Lot 4: located in the SE¼NW¼, Section 31, T.7S., R.87W., 6th, P.M., at a point 2,605 feet from the North section line and 1,385 feet from the West section line.

Well #1, Lot 5: located in SW¼NW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 2,200 feet from the North section line and 1,055 feet from the West section line.

Well #1, Lot 6: located in the SW¼NW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 2,460 feet from the North section line and 615 feet from the West section line.

Well # 1, Lot 7: located in the NW¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 2,715 feet from the North section line and 865 feet from the West section line.

Well #1, Lot 8: located in the NW¼SW¼, Section 31, T.7S., R.87W., 6th, P.M., at a point 2,985 feet from the North section line and 1,050 feet from the West section line.

Well #1, Lot 9: located in the NW¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 3,260 feet from the North section line and 1,310 feet from the West section line.

Well #1, Lot 10: located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 3,330 feet from the North section line and 1,530 feet from the West section line.

Well #1, Lot 11: located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 3,450 feet from the North section line and 1,835 feet from the West section line.

Well #1, Lot 12: located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 3,160 feet from the North section line and 1,850 feet from the West section line.

Well #1, Lot 13: located in the NE¼SW¼, Section 31, T.7S., R.87W., 6th P.M., at a point 3,190 feet from the North section line and 2,140 feet from the West section line.

(2) Amount: 16.20 AF, 0.430 cfs (0.033 cfs each well)
(3) County: Garfield

AAA. Contract No.: 3.3.5.325, Brook Well
(1) Located on Lot 11, Aspen Oaks Subdivision, in the NE¼SW¼, Section 3, T.10S., R.85W., 6th P.M., at a point 2,670 feet from the North section line and 1,650 feet from the West section line.
(2) Amount: 1.0 AF, 0.033 cfs
(3) County: Pitkin

BBB. Contract No.: 3.3.5.326, Thunder River Lodge Well
(1) Located in the SE¼SE¼, Section 28, T.7S., R.88W., 6th P.M., at a point 800 feet from the South section line and 1,100 feet from the East section line.
(2) Amount: 5.90 AF, 0.067 cfs
(3) County: Garfield

CCC. Contract No.: 3.3.5.327, Pitkin County Well
(1) Located in the SE¼SE¼, Section 6, T9S, R85W, 6th P.M., at a point 306 feet from the South section line and 361 feet from the East section line.

(2) Amount: 2.0 AF, 0.033 cfs
(3) County: Pitkin

DDD. Contract No.: 3.3.5.329a, Bailey Family Investment Co. Well f/k/a Phillip
(1) Located in the NE¼NE¼, Section 35, T.7S., R.88W., 6th P.M., at a point 750 feet from the North section line and 220 feet from the West section line.
(2) Amount: 0.80 AF, 0.033 cfs
(3) County: Garfield

EEE. Contract No.: 3.3.5.336, Coffman Well
(1) Located in the SW¼NW¼, Section 10, T8S, R86W, 6th P.M., at a point 1,520 feet from the North section line and 1,120 feet from the South section line.
(2) Amount: 3.20 AF, 0.033 cfs
(3) County: Eagle

FFF. Contract No.: 3.3.5.340b, Thomas Well
(1) Located on Lot 2, Adams Subdivision, SW¼, Section 2, T.8S., R.86W., 6th P.M., at a point 1,300 feet from the South section line and 1,800 feet from the West section line.
(2) Amount: 0.70 AF, 0.033 cfs
(3) County: Eagle

GGG. Contract No.: 3.3.5.345, Daugherty Kirkham LLC Well
(1) Located in the SW¼SW¼, Section 36, T.6S., R.89W., 6th P.M., at a point 216 feet from the South section line and 612 feet from the West section line.
(2) Amount: 1.30 AF, 0.033 cfs
(3) County: Garfield

HHH. Contract No. 3.3.5.95, Garfield County Road and Bridge Surface Diversions
(1)
Catherine Store Bridge: A surface diversion located in the NE1/4SW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point1,480 feet from the South section line and 2,250 feet from the West section line.

Westbank Bridge: A surface diversion located in the SW1/4SW1/4, Section 36, T.6S., R.89W., 6th P.M., at a point 500 feet from the South section line and 50 feet from the West section line.

Highway 133 Bridge Boat Ramp: A surface diversion located in the SE1/4SE1/4, Section 28, T.7S., R.88W., 6th P.M., at a point 1,300 feet from the South section line and 890 feet from the East section line.

Highway 82 and Crystal Springs Road: A surface diversion located in the NE1/4SW1/4, Section 26, T.7S., R.88W., 6th P.M., at a point 1,400 feet from the South section line and 2,700 feet from the West section line.

County Road 119 near Rivendell Sod Farm: A surface diversion located in the SW1/4SE1/4, Section 33, T.6S., R.88W., 6th P.M., at a point 150 feet from the South section line and 2,450 feet from the East section line.

(2) Amount: 2.0 AF, 1.0 cfs
(3) County: Garfield

III. Contract No. 3.3.5.108b, Iosephs Well
(1) Located at SE1/4SE1/4, Section 28, T.7S., R.87W., 6th P.M., at a point 1,500 feet NW of SE corner of Section 28.
(2) Amount: 2.6 AF, 0.033 cfs
(3) County: Eagle

JJJ. Contract No. 3.3.5.113d, Blackinston Well
(1) Located in the SW1/4SE1/4, Section 2, T.8S., R.86W., 6th P.M., at a point 1,200 feet from the South section line and 2,400 feet from the East section line.
(2) Amount: 0.70 AF, 0.033 cfs
(3) County: Eagle

KKK. Contract No. 3.3.5.114d, Hribernik Well
(1) Located in the SW1/4SW1/4, Section 2, T.8S., R.86W., 6th P.M., at a point 1,290 feet South of the North section line, and 2,080 feet East of the West section line.
(2) Amount: 0.70 AF, 0.033 cfs
(3) County: Eagle

LLL. Contract No. 3.3.5.220c, BDBC, LLC Well
(1) Located in the NE1/4NW1/4, Section 12, T.8S., R.86W., 6th P.M., at a point 100 feet from the North section line and 1,600 feet from the West section line.
(2) Amount: 0.43 AF, 0.033 cfs

(3) County: Eagle

MMM. Contract No. 3.3.5.292, Berkeley Family Ltd. Partnership Structures

(1)

Lake Springs Ranch Spring: A spring located in the SW1/4SE1/4, Section 33, T.6S., R.88W., 6th P.M., at a point whence the SE corner of said Section 33 bears S. 77°00' East 2,030 feet.

Lake Springs Ranch Well A: Located in the SW1/4NW1/4, Section 33, T.6S., R.88W., , 6th P.M., at a point whence the SE corner of said Section 33 bears S. 59°00' East, 5,730 feet.

Lake Springs Ranch Well B: Located in the NW1/4SW1/4, Section 33, T.6S., R.88W., 6th P.M., at a point whence the SE corner of said Section 33 bears S. 64°00' E. 5,180 feet.

Lake Springs Ranch Well C: Located in the NE1/4SW1/4, Section 33, T.6S., R.88W., 6th P.M., at a point1,380 feet from the South line and 1,520 feet from the West line.

Lake Springs Ranch Well D: Located in the SE1/4SE1/4, Section 33, T.6S., R.88W., 6th P.M., at a point 650 feet from the South line and 150 feet from the East line.

Lake Springs Ranch Well E: Located in the SE1/4SE1/4, Section 33, T.6S., R.88W., 6th P.M., at a point638 feet from the South line and 50 feet from the East line.

(2) Amount: 66.0 AF, 1.0 cfs

(3) County: Garfield

NNN. Contract No. 3.3.5.295, Lowell Well

(1) Located in the SW1/4NW1/4, Section 26, T.6S., R.89W., 6th P.M., at a point 2,350 feet from the North section line and 400 feet from the West section line.

(2) Amount: 0.90 AF, 0.033 cfs

(3) County: Garfield

OOO. Contract No. 3.3.5.299a, West Rimledge Wells

(1)

A well situated in the SE1/4SW1/4, Section 24, T.7S., R.88W., 6th P.M., at a point 550 feet from the South section line and 1,500 feet from the West section line.

A well located in the SE1/4SW1/4, Section 24, T.7S., R.88W., 6th P.M., at a point 350 feet from the South section line and 2,160 feet from the West section line.

A well located in the SW1/4SE1/4, Section 24, T.7S., R.88W., 6th P.M., at a point 210 feet from the South section line and 2,300 feet from the East section line.

(2) Amount: 3.7 AF, 0.134 cfs
(3) County: Garfield

PPP. Contract No. 3.3.5.330, Gallegos Ventures, Inc. Well

(1) Located in the SW1/4NE1/4, Section 1, T.7S., R.89W., 6th P.M., at a point 3,000 feet from the South section line and 2,000 feet from the East section line.
(2) Amount. 1.0 AF, 0.033 cfs
(3) County: Garfield

QQQ. Contract No. 3.3.5.332, Pitkin Iron Wells

(1)

Pitkin Iron Well No. 1: Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,450 feet from the South section line and 1,000 feet from the East section line.

Pitkin Iron Well No. 2: Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,200 feet from the North section line and 950 feet from the East section line.

(2) Amount: 6.4 AF, 0.033 cfs
(3) County: Pitkin

RRR. Contract No.3.3.5.338, Broadhurst Well

(1) Located at a point whence the SW corner of Section 22, T.7S., R.88W., 6th P.M. bears 30°57'28" West, 2,030.21 feet.
(2) Amount: 1.30 AF, 0.022 cfs
(3) County: Garfield

SSS. Contract No. 3.3.5.350a, Ingram Well

(1) Located in the SE1/4SE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point100 feet from the South section line and 700 feet from the East section line.
(2) Amount: 0.80 AF, 0.033 cfs

(3) County: Eagle

TTT. Contract No. 3.3.5.351a, Killbrew Well (a.k.a Lot 6C Well)

(1) Located in the SE1/4SE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point100 feet from the South section line and 550 feet from the East section line.

(2) Amount: 0.80 AF, 0.033 cfs

(3) County: Eagle

UUU. Contract No. 3.3.5.352, Blue Well

(1) Located in the SE1/4NW1/4, Section 25, T.7S., R.88W., 6th P.M., at a point 1,817 feet from the North section line and 2,392 feet from the West section line.

(2) Amount: 3.1 AF, 0.033 cfs

(3) County: Garfield

VVV. Contract No. 3.3.5.356, The Archdiocese of Denver Spring

(1) Located in the NW1/4NW1/4, Section 2, T.8S., R.88W., 6th P.M., at a point 400 feet from the North section line and 980 feet from the West section line.

(2) Amount: 1.8 AF, 0.033 cfs

(3) County: Garfield

WWW. Contract No. 3.3.5.357a, Ewing Well

(1) Located in the NE1/4NE1/4, Section 4, T.8S., R.87W., 6th P.M., at a point 180 feet from the North section line and 300 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Eagle

XXX. Contract No. 3.3.5.365a, BHR Carbondale, LTD Well

(1) Located in the SW1/4NE1/4, Section 1, T.7S., R.89W., 6th P.M., at a point 2,800 feet from the South section line and 1,550 feet from the East section line.

(2) Amount: 1.7 AF, 0.067 cfs

(3) County: Garfield

YYY. Contract No. 3.3.5.366a, Bailey Well

(1) Located in the NW1/4NW1/4, Section 35, T.7S., R.88W., 6th P.M., at a point 4,800 feet from the South section line and 50 feet form the West section line.

(2) Amount: 1.10 AF, 0.033 cfs

(3) County; Garfield

ZZZ. Contract No. 3.3.5.367, Roaring Fork Preserve, LLC Wells

(1)

Well #1: located in the SE1/4NW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 2,395 feet from the North section line and 1,470 feet from the West section line.

Well #2.: located in the SE1/4NW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 2,315 feet from the North section line and 1,755 feet from the West section line.

Well #3: located in the NE1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 2,010 feet from the South section line and 1,705 feet from the West section line.

Well #4: located in the NW1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 2,150 feet from the South section line and 1,045 feet from the West section line.

Well #5: located in the NE1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 1,400 feet from the South line and 1,570 feet from the West line of Section 36.

Well #6: located in the NW1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 1,440 feet from the South section line and 1,240 feet from the West section line.

Well #7: located in the NW1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 1,735 feet from the South section line and 500 feet from the West section line.

Well #8: located in the NE1/4SE1/4, Section 35, T.7.S., R.88W., 6th P.M., at a point 1,715 feet from the South section line and 105 feet from the East section line.

Well #9: located in the NW1/4SW1/4, Section 36, T.7.S., R.88W., 6th P.M., at a point 2,135 feet from the South section line and 380 feet from the West section line.

Well #10: located in the NE1/4SE1/4, Section 35, T.7.S., R.88W., 6th P.M., at a point 2,435 feet from the South section line and 710 feet from the East section line.

(2) Amount: 10.8 AF, 0.33 cfs

(3) County: Garfield

AAAA. Contract No. 3.3.5.368: Kilby Wells

(1)

Mayfly Bend Ranch No.1 Well: located in the SE1/4NE1/4, Section 35, T.7S., R.88W., 6th P.M., at a point2,600 feet from the North section line and 90 feet from the East section line.

Mayfly Bend Ranch No.2 Well: located in the NW1/4SW1/4, Section 36, T.7S., R.88W., 6th P.M., at a point2,680 feet from the North section line and 800 feet from the West section line.

A well located in the SW1/4NW1/4, Section 36, T.7S., R.88W., 6th P.M., at a point2,560 feet from the North section line and 500 feet from the West section line.

A well located in the SW1/4NW1/4, Section 36, T.7S., R.88W., 6th P.M., at a point 2,150 feet from the North section line and 800 feet from the West section line.

(2) Amount: 6.8 AF, 0.11 cfs
(3) County: Garfield

BBBB. Contract No. 3.3.5.369b, Corcillo/Pietsch Well

(1) Located in the NE1/4SE1/4, Section 21, T.7S., R.87W., 6th P.M., at a point 2,440 feet from the South section line and 1,310 feet from the East section line.
(2) Amount 12.2 AF, 0.11 cfs
(3) County: Garfield

CCCC. Contract No. 3.3.5.370a, L&L, LLC Well

(1) Located in the NW1/4SE1/4, Section 21, T.7S., R. 87W., 6th P.M., at a point 2,340 feet from the South section line and 1,980 feet from the East section line.
(2) Amount: 12.2 AF, 0.11 cfs
(3) County: Garfield

DDDD. Contract No. 3.3.5.371, Argento Holdings Well

(1) Located in the SE1/4NE1/4, Section 33, T.7S., R.88W., 6th P.M., at a point 1,950 feet from the North section line and 200 feet from the East section line.
(2) Amount: 2.1 AF, 0.033 cfs
(3) County: Garfield

EEEE. Contract No. 3.3.5.372, Bowles Well

(1) Located in the NW1/4SW1/4, Section 8, t.8S., R.86W., 6th P.M., at a point 2,508 feet from the South section line and 83 feet from the West section line.

(2) Amount: 5.2 AF, 0.11 cfs

(3) County: Eagle

FFFF. Contract No. 3.3.5.374a, TO Ranch HOA Wells

(1)

TO Ranch Well No. 1A: located in the NE1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 600 feet from the North section line and 2,150 feet from the West section line.

TO Ranch Well No. 2: located in the NE1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 642 feet from the North section line and 1,782 feet from the West section line.

TO Ranch Well No. 3: located in the NE1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 675 feet from the North section line and 2,034 feet from the West section line.

(2) Amount: 3.6 AF, 0.10 cfs

(3) County: Garfield

GGGG. Contract No. 3.3.5.375, Adcock Structures

(1)

Waterview Apartments Surface Diversion: Located in the SW1/4SW1/4, Section 31, T.8S., R.85W., 6th P.M., at a point 1,400 feet from the South section line and 170 feet from the West section line.

Riversbend Apartments Surface Diversion: Located in the NW1/4NW1/4, Section 6, T.9S., R.85W., 6th P.M., at a point 760 feet from the North section line and 1,050 feet from the West section line.

(2) Amount: 0.5 AF, 0.11 cfs

(3) County: Pitkin

HHHH. Contract No. 3.3.5.377a, Colangelo, Haynes, Dolginow Well

(1) Located in the NE1/4NE1/4, Section 27, T.7S., r.87W., 6th P.M., at a point 1,150 feet from the North section line and 300 feet from the East section line.

(2) Amount: 4.7 AF, 0.033 cfs

(3) County: Eagle

IIII. Contract No. 3.3.5.380a, Baum Well

(1) Located in the SE1/4NE1/4, Section 20, T.8S., R.86W., 6th P.M., at a point 1,448 feet from the North section line and 253 feet from the East section line.

(2) Amount: 3.4 AF, 0.033 cfs

(3) County: Pitkin

JJJJ. Contract No. 3.3.5.383, Blue Creek Land Holdings, LLC Wells

(1)

A well located in the SW1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,616 feet from the East section line and 2,020 feet from the North section line.

A well located in the SW1/4NE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,648 feet from the East section line and 2,230 feet from the North section line.

A well located in the SW1/4NE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,410 feet from the East section line and 1,890 feet from the North section line.

A well located in the SE1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 1,937 feet from the West section line and 1,826 feet from the North section line.

A well located in the SE1/4NW1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 1,940 feet from the West section line and 1,748 feet from the North section line.

A well located in the SW1/4NE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,318 feet from the East section line and 2,474 feet from the North section line.

A well located in the SW1/4NE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,094 feet from the East section line and 2,494 feet from the North section line.

A well located in the NW1/4SE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 1,731 feet from the East section line and 2,243 feet from the South section line.

(2) Amount: 34.2 AF, 0.220 cfs

(3) County: Garfield

KKKK. Contract No. 3.3.5.385, Swan Partners, LTD, Well

(1) Located in the SE1/4SE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point 750 from the South section line and 800 feet from the East section line.

(2) Amount: 7.5 AF, 0.056 cfs

(3) County: Eagle

LLLL. Contract No. 3.3.5.387, Duncan Well (a.k.a. Red Canyon Users Well)

(1) Located in the SW1/4NW1/4, Section 26, T.6S., R.89W., 6th P.M., at a point 3,600 feet from the South section line and 4,300 feet from the East section line.

(2) Amount: 0.8 AF, 0.056 cfs

(3) County: Garfield

MMMM. Contract No. 3.3.5.388, Pitkin County Jaffee Well No. 5

(1) Located in the SE1/4NE1/4, Section 21, T.9.S., R.85.W., 6th P.M., at a point 2,600 feet from the North section line and 750 feet from the East section line.

(2) Amount: 6.9 AF, 0.12 cfs

(3) County: Pitkin

NNNN. Contract No. 3.3.5.394a, Erdman Well

(1) Located in the SE1/4SE1/4, Section 28, T.7S., R.87W., 6th P.M., at a point 450 feet from South section line and 850 feet from the West section line.

(2) Amount: 0.5 AF, 0.033 cfs

(3) County: Garfield

OOOO. Contract No. 3.3.5.396, Garfield County Well

(1) Located in the NW1/4NE1/4, Section 7, T.7S., R.88W., 6th P.M., 4,150 feet from South section line and 2,200 feet from the East section line.

(2) Amount: 1.0 AF, 0.033 cfs

(3) County: Garfield

PPPP. Contract No. 3.3.5.402, Wroblewski Diversion, B.R. Hopkins Spring

(1) Located in the NW1/4NW1/4, Section 28, T.6S., R.88W., 6th P.M., at a point 1,600 feet from the North section line and 200 feet from the West Section line.

(2) Amount: 0.5 AF, 0.010 cfs

(3) County: Garfield

QQQQ. Contract No. 3.3.5.410, Rather Subdivision Wells

(1)

Lot 1 Well: located in the SW1/4SW1/4, Section 11, T.8S., R.87W., 6th P.M., at a point740 feet from the South section line and 1,160 feet from the West section line.

Lot 2 Well: (Don Barr): located in the SW1/4SW1/4, Section 11, T.8S., R.87W., 6th P.M., at a point930 feet from the South section line and 770 feet from the West section line.

Lot 3 Well: located in the SE1/4SW1/4, Section 11, T.8S., R.87W., 6th P.M., at a point620 feet from the South section line and 1,350 feet from the West section line.

(2) Amount: 4.9 AF, 0.10 cfs
(3) County: Eagle

RRRR. Contract No. 3.3.5.413, Cap K Ranch Well

(1) Located in the NW1/4NE1/4, T.8S., R.85W., 6th P.M., at a point650 feet from the North section line and 1,900 feet from the East section line.
(2) Amount: 2.8 AF, 0.11 cfs
(3) County: Eagle

SSSS. Contract No. 3.3.5.414, Coffman Well No. 1

(1) Located in the SE1/4SW1/4, Section 36, T.7S., R.88W., 6th P.M., at a point650 feet from the South section line and 2,930 feet from the East section line.
(2) Amount: 3.3 AF, 0.10 cfs
(3) County: Garfield

TTTT. Contract No. 3.3.5.416a, T. Ricket and Karen Miller Well

(1) Located in the NE1/4NE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point200 feet from the North section line and 200 feet from the East section line.
(2) Amount: 1.9 AF, 0.033 cfs
(3) County: Eagle

UUUU. Contract No. 3.3.5.420a, Nelson Well (a.k.a. Antonides Well No. 2)

(1) Located in the SW1/4SE1/4, Section 28, T.7S., R.87W., 6th P.M., at a point3,980 feet from the North section line and 2,622 feet from the East section line.
(2) Amount: 0.5 AF, 0.033 cfs
(3) County: Eagle

VVVV. Contract No. 3.3.5.423b, Schwaller/Badgett Well (a.k.a. Keefauver Well)

(1) Located in the NE1/4SW1/4, Section 28, T.7S., R.88W., 6th P.M., at a point 1,960 feet from the South section line and 1,970 feet from the West section line.

(2) Amount: 1.2 AF, 0.033 cfs

(3) County: Garfield

WWWW. Contract No. 3.3.5.424, Lazy Glen HOA Points of Diversion

(1)

A surface diversion located in the NW1/4SE1/4, Section 21, T.8S., R.86W., 6th P.M., at a point 1,700 feet from the South section line and 1,420 feet from the East section line.

A well located in the NW1/4SE1/4, Section 21, T.8S., R.86W., 6th P.M., at a point1800 feet from the East section line and 1900 feet from the South section line.

(2) Amount: 0.20 AF, 0.077 cfs

(3) County: Garfield

XXXX. Contract No. 3.3.5.425a, Aguilar Well

(1) Located in the SW1/4SE1/4, Section 28, T.7S., R.87W., 6th P.M., at a point1,300 feet from the South section line and 2,420 feet from the East section line.

(2) Amount: 1.6 AF, 0.033 cfs

(3) County: Eagle

YYYY. Contract No. 3.3.5.426, Nieslanik Well

(1) Located in the NE1/4SW1/4, Section 35, T.7S., R.88W., 6th P.M., at a point 1,580 feet from the South section line and 1,700 feet from the West section line.

(2) Amount: 1.7 AF, 0.033 cfs

(3) County: Garfield

ZZZZ. Contract No. 3.3.5.427, Blue Creek Land Holdings, LLC Wells

(1)

A well located in the NW1/4SE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,600 feet from the East section line and 2,300 feet from the South section line.

A well located in the NW1/4SE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 1,970 feet from the East section line and 2,660 feet from the South section line.

A well located in the NW1/4SE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,040 feet from the East section line and 2,160 feet from the South section line.

A well located in the SW1/4NE1/4, Section 31, T.7S., R.87W., 6th P.M., at a point 2,050 feet from the East section line and 1,930 feet from the North section line.

(2) Amount: 27.3 AF, 0.29 cfs
(3) County: Garfield

AAAAA. Contract No. 3.3.5.428, Slater Well

(1) Located in the NE1/4NE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point 200 feet from the North section line and 600 feet from the East section line.
(2) Amount: 1.7 AF, 0.033 cfs
(3) County: Eagle

BBBBB. Contract No. 3.3.5.429, Schaeffer Well (a.k.a. Slater Subdiv. Lot 1 Well)

(1) Located in the NE1/4NE1/4, Section 33, T.7S., R.87W., 6th P.M., at a point 200 feet from the North section line and 800 feet from the East section line.
(2) Amount: 1.0 AF, 0.033 cfs
(3) County: Eagle

CCCCC. Contract No. 3.3.5.430, Coffman Well

(1) Located in the NE1/4SE1/4, Section 36, T.7S., R.88W., 6th P.M., at a point 1,625 feet from the South section line and 170 feet from the East section line.
(2) Amount: 3.3 AF, 0.1 cfs
(3) County: Eagle

DDDDD. Contract No. 3.3.5.433, Murad Well (a.k.a. Romero Pellitier Well)

(1) Located in the SW1/4SE1/4, Section 11, T.8S., R.87W., 6th P.M., at a point 500 feet from the South section line and 1,500 feet from the East section line.
(2) Amount: 1.0 AF, 0.033 cfs
(3) County: Garfield

EEEEE. Contract No. 3.3.5.435, Morrow Wells

(1)

Lot No. 1 Well: located in the NW1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point675 feet South of the North section line and 900 feet East of the West section line.

Lot No. 2 Well: located in the NE1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point1,015 feet South of the North section line and 1,420 feet East of the West section line

Lot No. 3 Well: located in the SE1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point1,350 feet South of the North section line and 1,715 feet East of the West section line

Lot No. 4 Well: located in the SE1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point1,930 feet South of the North section line and 2,460 feet East of the West section line.

Lot No. 5 Well: located in the SE1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point2,110 feet South of the North section line and 1,655 feet East of the West section line.

Lot No. 6 Well: located in the NW1/4NW1/4, Section 21, T.8S., R.86W., 6th P.M., at a point875 feet South of the North section line and 420 feet East of the West section line.

(2) Amount: 10.1 AF, 0.20 cfs
(3) County: Pitkin

FFFFF. Contract No. 3.3.5.436, Bishop Well (a.k.a. DeWind Irrigation Well)
(1) Located in the NW1/4SE1/4, Section 27, T.7S., R.87W., 6th P.M., at a point 1,690 feet from the South section line and 1,535 feet from the East section line.
(2) Amount: 16.6 AF, 0.167 cfs
(3) County: Eagle

GGGGG. Contract No. 3.3.5.437, Anderson Well
(1) Located in the NE1/4SW1/4, Section 29, T.6S., R.88 W., 6th P.M., at a point 1,700 feet from the South section line and 1,500 feet from the West section line.
(2) Amount: 0.5 AF, 0.033 cfs
(3) County: Garfield

HHHHH. Contract No. 3.3.5.438, River Ranch Investments, LLC Lot A Well
(1) Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,000 feet from the North section line and 1,250 feet from the East section line.
(2) Amount: 0.5 AF, 0.033 cfs

(3) County: Pitkin

IIIII. Contract No. 3.3.5.439, River Ranch Investments, LLC Lot B Well

(1) Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,050 feet from the North section line and 1,100 feet from the East section line.

(2) Amount: 0.5 AF, 0.033 cfs

(3) County: Pitkin

JJJJJ. Contract No. 3.3.5.440, River Ranch Investments, LLC Lot C Well

(1) Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,500 feet from the North section line and 750 feet from the East section line

(2) Amount: 0.5 AF, 0.033 cfs

(3) County: Pitkin

KKKKK. Contract No. 441, River Ranch Investments, LLC Lot D Well

(1) Located in the SE1/4NE1/4, Section 8, T.9S., R.85W., 6th P.M., at a point 2,625 feet from the North section line and 750 feet from the East section line.

(2) Amount: 0.5 AF, 0.033 cfs

(3) County: Pitkin

LLLLL. Contract No. 3.3.5.442, Kemp Well

(1) Located in the SE1/4SW1/4, Section 7, T.8S., R.86W., 6th P.M., at a point 750 feet from the South section line and 3,740 feet from the East section line.

(2) Amount: 0.8 AF, 0.033 cfs

(3) County: Eagle

MMMMM. Contract No. 3.3.5.447a, Blanchard Well (a.k.a. Adams PUD Lot 3 Well)

(1) Located in the NW1/4SW1/4, Section 2, T.8S., R.86W., 6th P.M., at a point 1,350 feet from the South section line and 1,300 feet from the West section line.

(2) Amount: 1.4 AF, 0.033 cfs

(3) County: Eagle

NNNNN. Contract No. 3.3.5.449, Bishop Well (a.k.a. Bishop Well No. 1)

(1) Located in the SE1/4SE1/4, Section 24, T.6S., R.89W., 6th P.M., at a point 1,200 feet from the South section line and 650 feet from the East section line.

(2) Amount: 3.5 AF, 0.033 cfs

(3) County: Garfield

OOOOO. Contract No. 3.3.5.451, Lot 3 Kirianoff Subdivision Well

(1) Located in the SE1/4SE1/4, Section 21, T.8S., R.86W., 6th P.M., at a point 4,607 feet from the North section line and 639 feet from the West section line.

(2) Amount: 3.4 AF, 0.033 cfs

(3) County: Garfield

4. Claims for Amendments to Previous Plans for Augmentation Covering Individual District Contracts

A. Contract 3.3.5.07, H Lazy F Mobile Home Park Proposed Change: Applicant seeks an alternate point of diversion of the Basalt Conduit in the amount of 0.22 cfs (99 gpm) to serve the H Lazy F Mobile Home Park (Contract No. 3.3.5.07) at any one or combination of the Heuschkel Well Nos. 1, 1A, 2 and at the Seigle Well No. 1. Heuschkel Well Nos. 1 and 2 were previously decreed as alternate points of diversion for the Basalt Conduit in Case No. 87CW155 in the amount of 0.22 cfs. The actual points of diversion of the Heuschkel Well Nos. 1 and 2 are not within 200 feet of the points decreed in 87CW155. Applicant seeks to correct the legal description of the Heuschkel Well Nos. 1 and 2 and to add the Heuschkel Well No. 1A and the Seigle Well No. 1 as alternate points of 0.22 cfs of the Basalt Conduit. (Cumulative diversions under all four wells will not exceed the 0.22 cfs.) The said change of the Basalt Conduit and the plan for augmentation claimed herein for the H Lazy F Mobile Home Park, when decreed, will replace and supersede those provisions of the Case No. 87CW155 Decree relating to the mobile home park.

(1) The legal descriptions of the said wells are as follows:

Heuschkel Well No. 1: located in the SE¼SE¼, Section 1, T. 7 S., R. 89 W., 6th P.M., at a point 1,265 feet from the East line and 615 feet from the South line of said Section 1.

Heuschkel Well No. 1A: located in the SE¼SE¼, Section 1, T. 7 S., R. 89 W., 6th P.M., at a point 880 feet from the South section line of said Section 1.

Heuschkel Well No. 2: located in the SE¼SE¼, Section 1, T. 7 S., R. 89 W., 6th P.M., at a point 1,240 feet from the East section line and 475 feet from the South section line of said Section 1.

Seigle Well No. 1: located in the SE¼SE¼, Section 1, T. 7 S. R. 89 W., 6th P.M., at a point 520 feet from the East section line and 775 feet from the South section line of said Section 1.

(2) Amount: 0.22 cfs, 37.6 AF, cumulative for all four wells.
(3) County: Garfield

B. Contract No.: 3.3.5.111a. Graham and Linda Reed Well. The BWCD Plan for Augmentation decreed in Case No. 98CW026 & 98CW089(Consolidated) included the domestic use for a well serving a single-family home, 5,000 square feet of landscape irrigation, and 2 livestock with an annual diversion of 0.65 AF and depletions of 0.31 AF/year. The well for the property was included in the 98CW026 & 98CW089 cases as an alternate point of diversion for the Basalt conduit for 0.033 cfs. The Reeds have since added a commercial use (bed & breakfast). This commercial use has an average annual diversion of 0.70 AF/year and depletions of 0.11 AF/year. The well diversion rate of 0.033 cfs remains the same.

A new alternate point of diversion will be sought for this well because the original point of diversion did not include the commercial use. Augmentation for the current total of both domestic and commercial depletions will also be included in this plan. When this plan is decreed it will supersede the coverage under 987CW026 & 98CW089.

An alternate point of diversion from the Basalt Conduit is required for the following:

(1) Reed Well: located in the SW1/4SE1/4, Section 2, T. 8 S., R. 86 W., 6th P.M., at a point 2,150 feet from the East section line and 820 feet from the South line of said Section 2.
(2) Amount: 0.033 cfs, 1.4 AF.
(3) County: Eagle

5. Name and address of owner of land upon which points of diversion and place of use of all the subject diversion structures are located: Based upon its contract and billing records, the District believes that the contractees for the above-described contracts are the owners or reputed owners of the above-described structures and the properties to be served by the subject diversion structures. Pursuant to C.R.S. § 37-92-302(3)(c)(I), the said contractees, as identified in the list submitted as Exhibit B hereto, will be notified of this Application.

6. Two of the above-described commercial/domestic wells may be located within 600 feet of other wells. The two wells are the Inverso Well (BWCD Contract No. 3.3.5.316; existing well permit no. 86080) and the Terliamis/Shaw Well (BWCD Contract Nos. 3.3.5.58 and 3.3.5.307; existing well permit no. 33633-F). In accordance with C.R.S. §37-90-137(2)(b)(I)(B), the District notified the record owners of wells that may be located within

600 feet of these two wells. Service was made more than 10 days before the filing of the Application at the addresses on record with the State Division of Water Resources. The proof of the certified mailing has been filed with the Court.

7. All of the domestic wells described in paragraphs I.3.A through I.3.GGG and I.4 are located more than 600 feet from any other well and/or are exempt from the 600-feet spacing hearing requirements pursuant to C.R.S. §37-90-137(2)(b)(III). The remaining wells described in paragraphs I.3.HHH through I.3.OOOOO may be subject to the hearing requirements of C.R.S. § 37-90-137(2)(b).

8. A map depicting the locations of all the above-described wells is attached as Exhibit A hereto.

II. CLAIM FOR APPROVAL OF PLAN OF AUGMENTATION, INCLUDING ABSOLUTE RIGHT OF EXCHANGE

1. Structures to be augmented: The wells, springs and surface diversions described in paragraphs I.3. and I.4., hereinabove, and the following structures listed in paragraphs II.1.A through II.1.C below will be augmented under the requested plan. Those augmented structures listed in paragraphs II.1.A through II.1.C below will not be made alternate points of diversion of the Basalt Conduit.

A. Contract No. 3.3.5.107a and Contract No. 3.3.5.334, Antonides Well (a/k/a Mid Valley Well No. 2)

(1) Located in the NW¼SE¼, Section 28, Township 7 South, Range 87 West, 6th P.M., at a point whence the North quarter corner of said Section 28 bears N. 00°41'30" W. 3984.75 feet.

(2) Amount: 3.40 AF, 0.033 cfs

(3) County: Eagle

(4) This well was already adjudicated a water right in the amount of 0.33 cfs in Case No. W-1159. Diversions will not exceed the 0.33 cfs already decreed. The purpose of the subject augmentation plan is to augment the uses of the well with water allotted under Contract Nos. 3.3.5.107a and 3.3.5.334.

B. Contract No. 3.3.5.321b, Roaring Fork Club Wells

(1)

RFC Well No. 4: located in the NE¼NW¼, Section 20, T. 8 S., R. 86 W., 6th P.M., at a point 169 feet from the North section line and 2,706 feet from the East section line.

RFC Well No. 5: located in the NE¼NW¼, Section 20, T. 8 S., R. 86 W., 6th P.M., at a point 779 feet from the North section line and 1,644 feet from the East section line.

(2) Amount: 3.90 AF, 0.220 cfs

(3) County: Pitkin

(4) In Case No. 95CW357, the Court decreed water rights to these wells in the amount of 0.22 cfs (100 gpm) for each well. The wells were augmented in accordance with an augmentation plan decreed in Case No. 96CW55. The subject augmentation plan will cover additional uses and depletions from the wells to serve the Chaffin/Light cabins at the Roaring Fork Club. Diversions at the two wells will not exceed the diversion rate decreed in Case No. 95CW357.

C. Contract No. 3.3.5.386, Aspen/Pitkin County Housing Authority Well

(1) Located in the NW1/4NE1/4, Section 16, T.9S., R.85W., 6th P.M., at a point 930 feet from the North section line and 2,090 feet from the East section line.

(2) Amount: 10.8 AF, 0.44 cfs

(3) County: Pitkin

(4) In Case No. W-945, the Court decreed water rights to this well in the amount of 0.44 cfs This plan for augmentation will cover out-of-priority depletions from the well. Diversions from the well will not exceed the diversion rate decreed in Case No. W-945.

2. Water Rights to be Used for Augmentation: Ruedi Reservoir, Green Mountain Reservoir, Troy & Edith Ditch, Robinson Ditch, Favre Domestic Pipeline

A. Information from previous decrees for Ruedi Reservoir:

(1) Source: Frying Pan River, tributary to Roaring Fork River, tributary to Colorado River.

(2) An on-channel reservoir located in Sections 7, 8, 9, 11, and 14 through18, Township 8 South, Range 84 West of the 6th P.M. The reservoir is located in portions of Eagle and Pitkin Counties.

(3) Adjudication Date: June 20, 1958
(4) Appropriation Date: July 29, 1957
(5) Case No.: C.A. 4613
Court: Garfield County District Court
(6) Decreed Amount: 102,369 AF (Originally decreed for 140,697.3 AF; reduced to 102,369 AF in Case No. W-789-76)
(7) Decreed Uses: generation of electric energy, domestic, municipal, industrial, irrigation and stock watering
(8) By decree of the Water Court in Case No. 81CW34, Ruedi Reservoir was decreed a refill right in the amount of 101,280 AF, conditional. In Water Court Case No. 95CW95, 44,509 AF was made absolute.

B. Information from previous decree for Green Mountain Reservoir:

(1) Source: Blue River, tributary of Colorado River
(2) Located approximately 16 miles Southeast of the Town of Kremmling in Summit County, Colorado, and more particularly in all or parts of Sections 11, 12, 13, 14, 15, and 24 of Township 2 South, Range 80 West, and in Sections 17, 18, 19, 20, 21, 28, 29, and 34, Township 2 South, Range 79 West of the 6th P.M.
(3) Adjudication Date: October 12, 1955
(4) Appropriation Date: August 1, 1935
(5) Case No.: 2782, 5016, and 5017
Court: United States District Court, District of Colorado
(6) Decreed Amount: 154,645 AF
(7) Decreed Uses: in accordance with paragraph 5(a), (b), and (c) of the section entitled "Manner of Operation of Project Facilities and Auxiliary Facilities" in Senate Document 80.

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C. Information from previous decrees for Troy Ditch and Edith Ditch rights:

STRUCTURE	PRIORITY	COURT CASE NO.	ADJ DATE	APP DATE	DECREED AMOUNT (CFS)	USE (4)	AMOUNT SOLD, TRANSFERRED OR RESERVED					AMOUNT REMAINING [10]	
							(5)	(6)	(7)	(8)	(9)	CFS	AF
Troy Ditch [1]	370	3082	08/25/1936	05/01/1906	5.10	I	0.000	0.000	0.095	0.064	0.035	4.906	N/A
Troy Ditch 1st Enlg	427	3082	08/25/1936	05/01/1928	10.80	I	0.000	0.000	0.200	0.134	0.073	10.393	N/A
Troy Ditch 2nd Enlg	669	4613	06/20/1958	06/01/1942	6.20	I	0.000	0.000	0.115	0.077	0.042	5.966	N/A
Edith Ditch	353	3082	08/25/1936	05/01/1904	2.72	I	0.110	0.1320	0.050	0.000	0.018	2.410	N/A
Edith Ditch 1st Enlg	673	4613	06/20/1958	07/01/1946	3.23	I	0.000	0.000	0.060	0.000	0.022	3.148	N/A
Troy Ditch Water System aka Lower Headgate	(2)	W-2281			15.50[3]	I,D,M C,P	0.110	0.1320	0.520	0.275	0.190	14.273	412.89

(1) Originally diverted from Miller Creek. All others originally diverted from Frying Plan River.
(2) Alternate point for all priorities of Troy and Edith Ditches.
(3) Combined amount limited to 15.5 cfs and 453 AF of consumptive use, 300 AF of which can be stored.
(4) I = Irrigation, D = Domestic, M = Municipal, C = Industrial and P = Piscatorial.
(5) Transferred to Edith Ditch Well in Case No. 80CW1 with 1.0 AF.
(6) Transferred to three springs on Cap K Ranch in Case No. 82CW189 (1.29 AF assumed to be included).
(7) Deeded to George Yates with 15.4 AF in 1983. 0.2 cfs and 10.60 cfs was included in Case No. 82CW357 for Ruedi South Shores augmentation plan.
(8) Deeded to Joan Wheeler in 1987 for diversion at the Troy Ditch 1st and 2nd Enlargement (16.9 AF assumed to be included).
(9) Reserved for augmentation of Cap K Ponds with 5.52 AF. Case No. 91CW220.
(10) A total of 40.11 AF of the original 453.00 AF has been sold or transferred.

In Case No. W-2281, Division 5, the Court decreed that 453 acre feet of annual consumptive-use credits were available to these ditches, and that 300 acre feet could be stored in an unnamed reservoir. Applicant owns 412.89 acre feet of the 453 acre feet, and makes the water rights available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court. This Court changed the use of the 412.89 AF to include augmentation and exchange in Case Nos. 98CW26 and 98CW89 (Consolidated).

The Troy and Edith augmentation water can be delivered to the Frying Pan, Roaring Fork or Colorado Rivers by bypassing water at the headgate on the Frying Pan River.

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D. Information from previous decrees for Robinson Ditch rights:

STRUCTURE	DECREED AMOUNT/ cfs	AMOUNT OWNED BY BWCD (cfs)[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[2]
ROBINSON DITCH	5.00	1.21	05/11/1889	06/15/1882	38	132
ROBINSON DITCH	2.50	0.60	05/11/1889	04/15/1886	140	132
ROBINSON DITCH	2.00	0.48	05/11/1889	11/15/1886	167	132
ROBINSON DITCH	10.70	2.59	12/29/1903	04/25/1899	212C	1061
ROBINSON DITCH	20.06	4.85	08/25/1936	04/25/1900	326	3082

(1) The BWCD owns 441 shares of Class 1 stock issued by the Robinson Ditch Company. The said 441 shares equal 24.16% of the total shares and are associated with 9.73 cfs of the 40.26 cfs decreed to the Robinson Ditch.
(2) District Court in and for Garfield County

(1) Legal Description: The point of diversion, as decreed, is located on the North bank of the Roaring Fork River one-half mile below the mouth of Sopris Creek in Section 11, T. 8 S., R. 87 West, 6th P.M.

(2) Historical Use: Irrigation of approximately 137.2 acres of hay and pasture under BWCD's interest in the Robinson Ditch water rights. In Case No. 93CW319, the Court decreed that 360 acre feet of annual consumptive-use credits are associated with said irrigation. In that case, the Court also decreed a change of use of BWCD's Robinson Ditch rights to include augmentation. BWCD makes the credits available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court, and such credits have been so used by District contractees pursuant to Court decrees and approved substitute supply plans.

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E. Information from previous decrees for Favre Domestic Pipeline:

STRUCTURE	AMOUNT[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[2]
FAVRE DOM. PL. SP. NO. 1	0.50	06/20/1958	08/11/1937	649	4613
FAVRE DOM. PL. SP. NO. 2	0.50	06/20/1958	04/15/1912	666	4613

(1) Amount: Each spring is decreed for 0.50 cfs, but the use of both has a combined limit of 0.50 cfs.
(2) District Court in and for Garfield County

(1) Legal Description:

(i) Favre Domestic Pipeline - Spring No. 1: Located at a point whence the E1/4 corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 34E26' East, 890.9 feet.

(ii) Favre Domestic Pipeline - Spring No. 2: Located at a point whence the E1/4 corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 37E24' East 721.4 feet.

(2) Source: Blue Creek, which is tributary to Roaring Fork River

(3) Decreed Use: Domestic and augmentation

(4) Historical Use: BWCD owns the Favre Domestic Pipeline rights. The springs historically provided a majority of the domestic water supply for El Jebel, a community of 364 EQRs, consisting of 291 single-family residential units, irrigation of 12.5 acres of lawn and landscape, and commercial development. In Case No. 93CW319, the Court decreed that 142.82 acre feet of historical consumptive-use credits were available to Blue Creek as a result of such historical use; and that 67.2 acre feet of historical consumptive-use credits were available to the Roaring Fork River as a result of such historical use. In 93CW319, the Court also decreed a change of use of said credits to include augmentation. BWCD makes the credits available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court.

3. Statement of Plan for Augmentation:

A. Applicant requests approval of a plan for augmentation, including exchange, to augment out-of-priority depletions, by the Basalt Conduit or otherwise, at the alternate

points of diversion and other structures described hereinabove (see paragraphs I.3., I.4., and II.1.), which points of diversion and structures are all within Area A of the District or areas which would be designated Area A by definition. In Area A no intervening calling water rights are present between the structures to be augmented and the mainstem of the Frying Pan and Roaring Fork Rivers, and the structures can therefore be augmented year-round by consumptive-use credits under the Troy and Edith Ditch and the Robinson Ditch (for irrigation season replacement), consumptive-use credits under the Favre Domestic Pipeline (for year-round replacement), and releases from Ruedi Reservoir and/or Green Mountain Reservoir (typically for non-irrigation season replacement). One-hundred twenty three (123) contracts associated with 177 wells, nine surface diversions, and six springs are included in this augmentation plan. Of these contracts, 102 are classified as domestic contracts (which include, as applicable, domestic, lawn and garden irrigation and livestock watering), 14 are classified as domestic/commercial use contracts (having both domestic and commercial components for one or more structures), six are classified as solely commercial use contracts, and one is classified as an industrial use contract.

B. Except for the wells described in paragraph II.1.A through C., the structures to be augmented will divert as alternate points of diversions of the Basalt Conduit priority. Only when the Basalt Conduit, or the individual water right described in paragraph II.1, is out of priority will augmentation be required.

C. Twenty-five of the subject structures are located in the Missouri Heights area and are considered tributary to Blue Creek for purposes of this augmentation plan. In Case No. 93CW319, this Court approved the use of the District's Robinson Ditch and Favre Domestic Pipeline rights for augmentation of Blue Creek, and quantified the excess Robinson Ditch and Favre Domestic Pipeline consumptive-use credits remaining available for augmentation under the District's augmentation program. Robinson Ditch credits will be used to augment the twenty-five Missouri Heights structures during the irrigation season. The Favre Domestic Pipeline credits may be used to provide a year-round augmentation supply for the Missouri Heights structures. During the non-irrigation season, primarily, out-of-priority depletions from the Missouri Heights structures will be augmented by releases from Ruedi Reservoir and/or Green Mountain Reservoir, which also are available year-round. A summary of the combined monthly diversions and stream depletions for the Missouri Heights structures is Exhibit C hereto, which is incorporated herein by this reference. The projected annual total diversions from these structures is 90.298 acre feet, and the projected annual total depletion associated with these wells is 58.31 acre feet.

D. Nineteen commercial wells, three commercial springs and five industrial surface diversions are included in this plan for augmentation. During the irrigation season, the out-of-priority depletions associated with these wells, springs and surface diversions will also be augmented by Robinson Ditch consumptive-use credits, which are senior to the Cameo Call. During the non-irrigation season, any out-of-priority depletions associated with these diversions will be augmented by releases from Ruedi Reservoir and/or Green Mountain Reservoir. A summary of the combined monthly diversions and stream depletions for these commercial and industrial contracts is Exhibit D hereto, which is incorporated herein by this reference. The projected annual total diversions is 36.117 acre feet, and the projected annual depletion is 18.582 acre feet.

E. All of the other 140 structures will be augmented during the irrigation season by the Troy and Edith Ditch consumptive-use credits and by releases from Ruedi Reservoir and/or Green Mountain Reservoir during the non-irrigation season. This category of structures also includes the wells to serve the H Lazy F Mobile Home Park (the wells are described in more detail in paragraph I.4. hereinabove). Ninety-six residential units within the mobile home park are covered under this augmentation plan. The projected diversion requirement for the mobile home park is 37.63 acre feet per year, and the projected depletion is 1.98 acre feet per year. When decreed, the subject augmentation plan will supersede the augmentation plan decreed for the H Lazy F Mobile Home Park in Case No. 87CW155. A summary of the combined monthly diversions and depletions for the contracts that will be augmented by the combination of Troy and Edith Ditch credits and reservoir releases is Exhibit E hereto (which is incorporated herein by this reference); the total projected annual diversion requirement for these contracts is 384.627 acre feet, and the total projected annual depletion is 174.493 acre feet.

F. In preparing the subject augmentation plan, the District used engineering assumptions consistent with the District's prior augmentation decrees in Case Nos. 87CW155, 93CW319, and 98CW29 and 98CW89 (Consolidated). A summary of the assumptions used in the water requirements calculations is set forth in Exhibit F hereto (which is incorporated herein by this reference).

G. In Case No. 87CW155, the Court established 7 categories of wells within the District's augmentation program, each category having different groundwater parameters. See Exhibit G hereto (which is incorporated herein by this reference). The District completed a Glover analysis and determined the delayed stream depletion impacts for each category. A monthly distribution of the delayed depletions, expressed as a ratio to total annual depletions, was developed for Case No. 87CW155, and is Exhibit H hereto, which is incorporated herein by this reference. Applicant placed the wells included in the subject

application into 5 of the well categories established in Case No. 87CW155, based on the known information for each well and the various category criteria. Using the respective Glover analysis for each category, Applicant then applied the delayed impact distribution to the monthly depletions for the wells to determine a monthly stream depletion table by well category. Stream depletions from some wells are expected to be delayed significantly, but the depletions are expected to reach a steady state. Other wells are completed in alluvial formations close to the Frying Pan or Roaring Fork Rivers and will have little or no delayed impact.

H. Previous studies completed by the District in support of its augmentation plans in Case Nos. 87CW155 and 93CW319 resulted in a finding that during future dry years (reoccurrence of 1 year in 50 years), the Basalt Conduit water right will be out of priority from mid-June through mid-October. A call could also be in effect in April. No calls are expected to be placed upon the Basalt Conduit (including at the alternate points of diversion applied for herein) during the remainder of the year.

I. A summary of the combined monthly stream depletions for all wells, including delayed stream depletions, and the projected augmentation schedule are set forth in Exhibit I hereto, which is incorporated herein by this reference.

J. Using water use data compiled by from the District's contract allottees' diversion records, the District will account for the diversions and depletions under the subject augmentation plan to the Division of Water Resources, as required to administer the District's augmentation program.

K. The substituted water will be of a quality and quantity so as to meet with requirements for which the water of senior appropriators has normally been used.

4. The District seeks absolute rights of appropriative exchange to the extent that any augmentation replacement is introduced to the river system at a point downstream of the structures to be augmented under this plan. During periods when the District's Basalt Conduit water rights are out of priority, an appropriative exchange will allow District contractees to continue diversions at their respective points of diversion. The District will augment its contractees' out-of-priority depletions with consumptive-use credits under its Troy and Edith Ditch, Robinson Ditch, and Favre Domestic Pipeline water rights, or through releases of water from Ruedi Reservoir or Green Mountain Reservoir under its contracts with the Bureau of Reclamation. There are two exchange reaches:

A. Upper Exchange Reach:

(1) Description: The downstream terminus of the exchange reach is the confluence of the Frying Pan River and Roaring Fork River; the upstream terminus is the location of the following wells:

Contract No.	Diversion (CFS)	Diversion (AF/year)	Depletion (AF/year)	Name
199	0.111	9.63	5.96	Aspen River Village Homes
201b	0.033	0.97	0.51	Davis
216b	0.045	1.12	0.51	Calla Perfecto
234	0.033	11.13	8.55	Ho
244	0.150	3.98	2.82	McDonough
245a	0.033	1.48	0.98	Jelinek
320a	0.066	6.95	4.40	Waterman
321b	0.220	3.86	2.12	Chafin/Light
325	0.033	0.96	0.50	Brook
327	0.033	1.85	1.85	Pitkin Co.
332	0.033	6.36	1.08	Pitkin Iron
375	0.110	0.45	0.36	Waterview
380	0.033	3.39	2.18	Baum
386	0.440	10.76	2.30	Pitco Housing Auth.
388	0.120	6.90	5.51	Pitkin County
424	0.077	0.20	0.15	Lazy Glen HOA
435	0.200	10.03	7.10	Morrow
438	0.033	0.45	0.10	River Ranch Lot A
439	0.033	0.45	0.10	River Ranch Lot B
440	0.033	0.45	0.10	River Ranch Lot C
441	0.033	0.45	0.10	River Ranch Lot D
451	0.033	3.33	2.14	Lot 3 Kirianoff Sub.
Total	1.935	85.38	49.46	

(2) Amount: 49.46 acre feet of consumptive use annually, at a cumulative maximum (depletion) rate of 0.11 cfs.

(3) Water Rights to be Exercised by Exchange: The Basalt Conduit water right described in Section I, and the water rights described in Section II.2.

(4) Date of Initiation of Appropriation: May 13, 1982, based upon the date of the Applicant's contract with the United States Bureau of Reclamation for releases from Ruedi Reservoir to augment depletions within the exchange reach. Downstream of the point of diversion for each water right exercised by exchange, the water rights exercised by exchange will continue to be administered under their original decreed priority (e.g., the Basalt Project rights described in Section I. will be administered under the C.A. 4613 adjudication date downstream of the confluence of the Roaring Fork River and the Frying Pan River).

(5) Priority Date: Two priority dates (a/k/a "adjudication dates") are claimed based upon the filing dates for the Application and Amended Application in this matter.

(i) 26.42 acre feet of annual depletions shall be administered as an appropriative exchange with an adjudication date of December 31, 2001, based upon the inclusion of this amount in the original Application filed in this case on November 30, 2001, pursuant to C.R.S. § 37-92-306.

(ii) 23.4 acre feet of annual depletions shall be administered as an appropriative exchange with an adjudication date of December 31, 2005, based upon the inclusion of this additional amount in this Amended Application, and pursuant to C.R.S. § 37-92-306.

B. Overall Exchange Reach:

(1) Description: The downstream terminus of the exchange reach is the confluence of the Roaring Fork River and the Colorado River; the upstream terminus of the exchange reach is the locations of the wells described in paragraphs I.3., I.4., and II.1. This exchange reach therefore encompasses the Upper Exchange Reach, and includes service of the structures and corresponding depletions within the Upper Exchange, as described in paragraph II.4.A above.

(2) Amount: 251.4 acre feet of consumptive use annually (including the 49.46 acre feet of consumptive uses that comprise the appropriative exchange

amount in the Upper Exchange Reach described in paragraph II.4.A above) at a cumulative maximum (depletion) rate of 0.49 cfs.

(3) Water Rights to be Exercised by Exchange: The Basalt Conduit water right described in Section I, and the water rights described in Section II.2.

(4) Date of Initiation of Appropriation: November 11, 1998, based upon the date of the Applicant's contract with the United States Bureau of Reclamation for releases from Green Mountain Reservoir to augment depletions within the exchange reach. Downstream of the point of diversion for each water right exercised by exchange, the water rights exercised by exchange will continue to be administered under their original decreed priority (e.g., the Basalt Project rights described in Section I. will be administered under the C.A. 4613 adjudication date downstream of the confluence of the Roaring Fork River and the Frying Pan River).

(5) Priority Date: Two priority dates (a/k/a "adjudication dates") are claimed based upon the filing dates for the Application and Amended Application in this matter.

(i) 195.4 acre feet of annual depletions shall be administered as an appropriative exchange with an adjudication date of December 31, 2001, based upon the inclusion of this amount in the original Application filed in this case on November 30, 2001, pursuant to C.R.S. § 37-92-306.

(ii) 56.0 acre feet of annual depletions shall be administered as an appropriative exchange with an adjudication date of December 31, 2005, based upon the inclusion of this additional amount in this Amended Application, and pursuant to C.R.S. § 37-92-306.

III. CLAIM FOR APPROVAL OF CONDITIONAL RIGHT OF EXCHANGE

1. The District seeks conditional rights of appropriative exchange to preserve its ability to serve future contractees under another plan for augmentation decreed in one or more other cases, and to the extent that any augmentation replacement is introduced to the river system at a point downstream of the structures to be augmented under such other decreed plan(s) for augmentation. It is currently anticipated that the conditional appropriative rights of exchange sought herein will be incorporated into the District's pending plan for augmentation in Case No. 02CW077, and the amended application filed in 02CW077 specifically claims this relief. During periods when the District's Basalt Conduit and Landis Canal water rights are out of priority (as claimed in 02CW77), this appropriative exchange

will allow District contractees to continue diversions at their respective points of diversion. The District will augment its contractees' out-of-priority depletions with consumptive-use credits under its Troy and Edith Ditch, Robinson Ditch, and Favre Domestic Pipeline water rights, or through releases of water from Ruedi Reservoir or Green Mountain Reservoir under its contracts with the Bureau of Reclamation.

2. Water rights to be exercised by exchange: The Basalt Conduit right described in Section I, and the water rights described in Section II.2.

3. Description of the exchange reaches: There are two exchange reaches:

A. Upper Exchange Reach: The downstream terminus of the exchange is the confluence of the Frying Pan River and Roaring Fork River; the upstream terminus of the exchange is the confluence of Maroon Creek and the Roaring Fork River.

B. Overall Exchange Reach: The downstream terminus of the exchange is the confluence of the Roaring Fork River and the Colorado River; the upstream terminus of the exchange is the confluence of Maroon Creek and the Roaring Fork River.

4. Exchange amount (through both reaches): 7.5 cfs, conditional, based upon the District's projected future needs to serve contractees in the exchange reaches.

5. Date of initiation of appropriation: July 2, 2001; however, downstream of the said exchange reach, the water rights exercised by exchange will continue to be administered under their original decreed priority (e.g., the Basalt Project rights described in Section I. will be administered under the C.A. 4613 adjudication date downstream of the confluence of the Roaring Fork River and the Frying Pan River).

6. How appropriation was initiated: by field investigation, engineering evaluation of exchange potential in the subject reach, and formation of intent to appropriate, as evidenced by a resolution of the Board of Directors of the District on July 2, 2001.

7. All water service provided by BWCD under the plan for augmentation and exchanges of the water rights described in sections II and III shall be limited to the amount of water available in priority at the original point of diversion, and BWCD, or those entitled to use the BWCD's decrees, may not call on any greater amount at any new alternate point of diversion. BWCD shall request the State Engineer to estimate any conveyance losses between the original point and any alternate point, and such estimate shall be deducted from this amount in each case. BWCD, or those entitled to use its decrees, may call on any

additional sources of supply that may be available at an alternate point of diversion exercised under the subject exchange, but not available at the original decreed point of diversion, only as against water rights which are junior to the date of this exchange.

IV. NAMES AND ADDRESSES OF OWNERS OR REPUTED OWNERS OF LAND UPON WHICH AUGMENTATION STRUCTURES ARE LOCATED:

1. Ruedi Reservoir and Green Mountain Reservoir: United States Department of Interior, Bureau of Reclamation, Eastern Colorado Area Office, 11056 West County Road 18E, Loveland, CO 80537-9711.

2. Troy & Edith Ditch: the ditch structure was inundated by the construction of Ruedi Reservoir. The District is the sole owner of the 412.89 feet of consumptive-use credits associated with the ditch, as quantified in Case No. W-2281.

3. Robinson Ditch: Robinson Ditch Company, c/o Wayne Ives, Secretary, P.O. Box 309, Carbondale, CO 81623; and c/o Kevin Tucker, 19001 Highway 82 Unit D, Carbondale, CO 81623. The Robinson Ditch Company owns the easement for the ditch. The easement will not be expanded as a result of this case.

4. Favre Domestic Pipeline: The original point of diversion is located upon lands owned by Crawford Properties, LLC, whose address is 60 El Jebel Rd., Unit #105, El Jebel, CO 81623.

* * *

A decree approving the subject application will not result in injury to any vested or decreed conditional water rights.

WHEREFORE, Applicant prays for a decree which:

A. Finds that Applicant's augmentation plan and the use of the Basalt Conduit under the subject water allotment contracts constitute use in the same general location, for the same purposes and in the same general quantities as was originally contemplated in the decree for the Basalt Project in C.A. 4613.

B. Finds that implementation of the plan for augmentation, including exchange, and alternate points of diversion described herein will not injure any vested or decreed conditional water rights, and thus may be approved by the Court;

C. Grants and approves the alternate points of diversion for the Basalt Conduit herein described;

D. Grants and approves the plan for augmentation, including absolute exchange, herein contemplated; and

E. Grants and approves the conditional right of exchange herein described.

Respectfully submitted this 30th day of September, 2005.

BALCOMB & GREEN, P.C.

By */s/ Christopher L. Geiger*
David C. Hallford, Atty. # 10510
Christopher L. Geiger, Atty. # 32333
Attorneys for Applicant: BASALT WATER CONSERVANCY DISTRICT

VERIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

I, R. Scott Fifer of Resource Engineering, Inc. and hydrologist for Basalt Water Conservancy District, being first duly sworn, upon oath, depose and say that I have read the foregoing, know the contents thereof, and that the same are true to the best of my information, knowledge, and belief.

R. Scott Fifer

Subscribed and sworn before me this 30th day of September, 2005 by R. Scott Fifer.

Witness my hand and seal.

Notary Public

My commission expires:
06/28/2008

NOTARY PUBLIC
MELODY M. MORRIS
STATE OF COLORADO

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the above and foregoing **AMENDED APPLICATION** via the electronic filing system pursuant to C.R.C.P. 121, § 1-26 upon the following:

Via E-mail to: john.cyran@state.co.us
John J. Cyran, Esq.
Assistant Attorney General
Natural Res. & Environ. Section
1525 Sherman Street, 5th Floor
Denver, CO 80203

Via E-mail to: mhammond@chp-law.com
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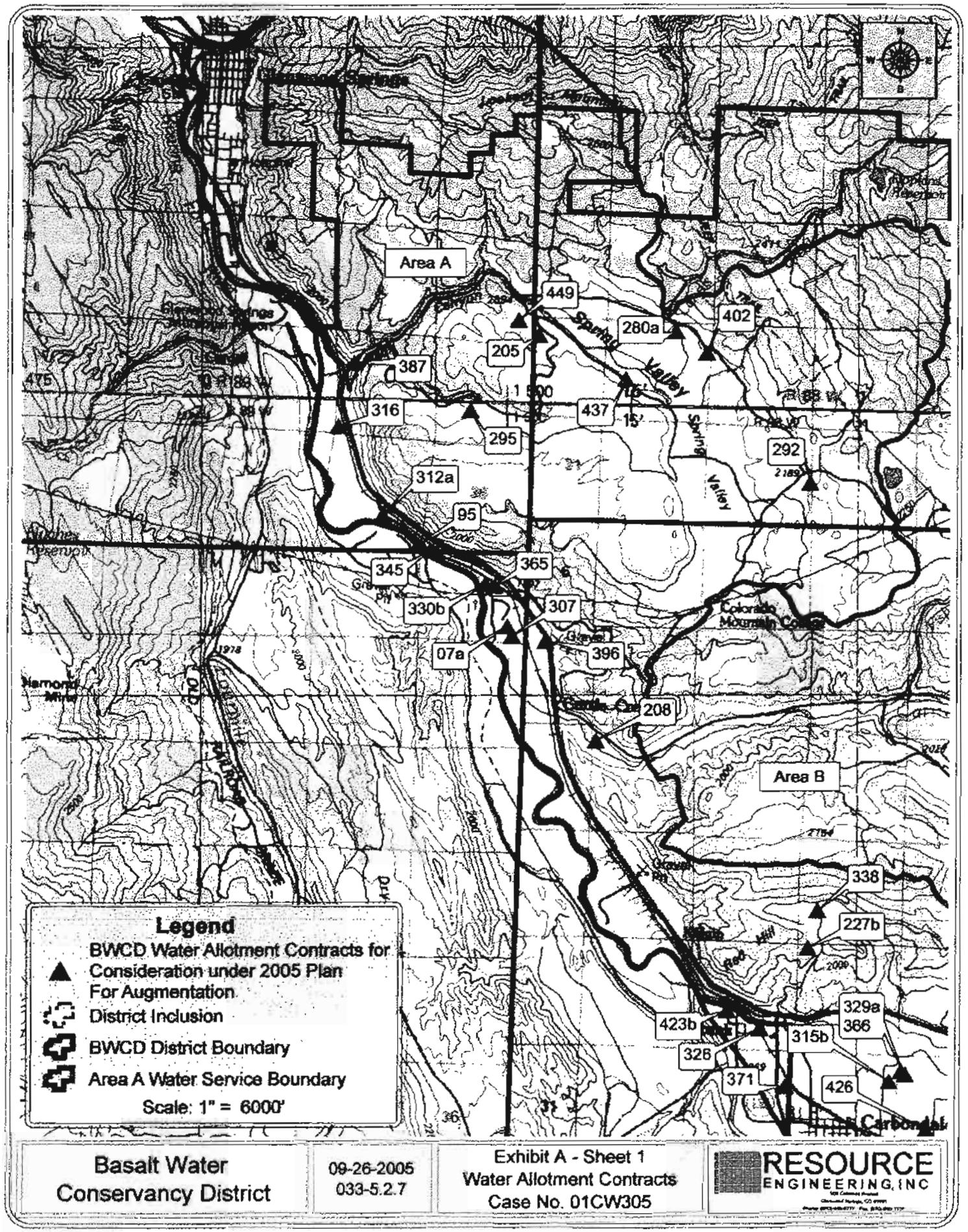
Lee E. Miller, Esq.
Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle, Suite 1030
Englewood, CO 80111

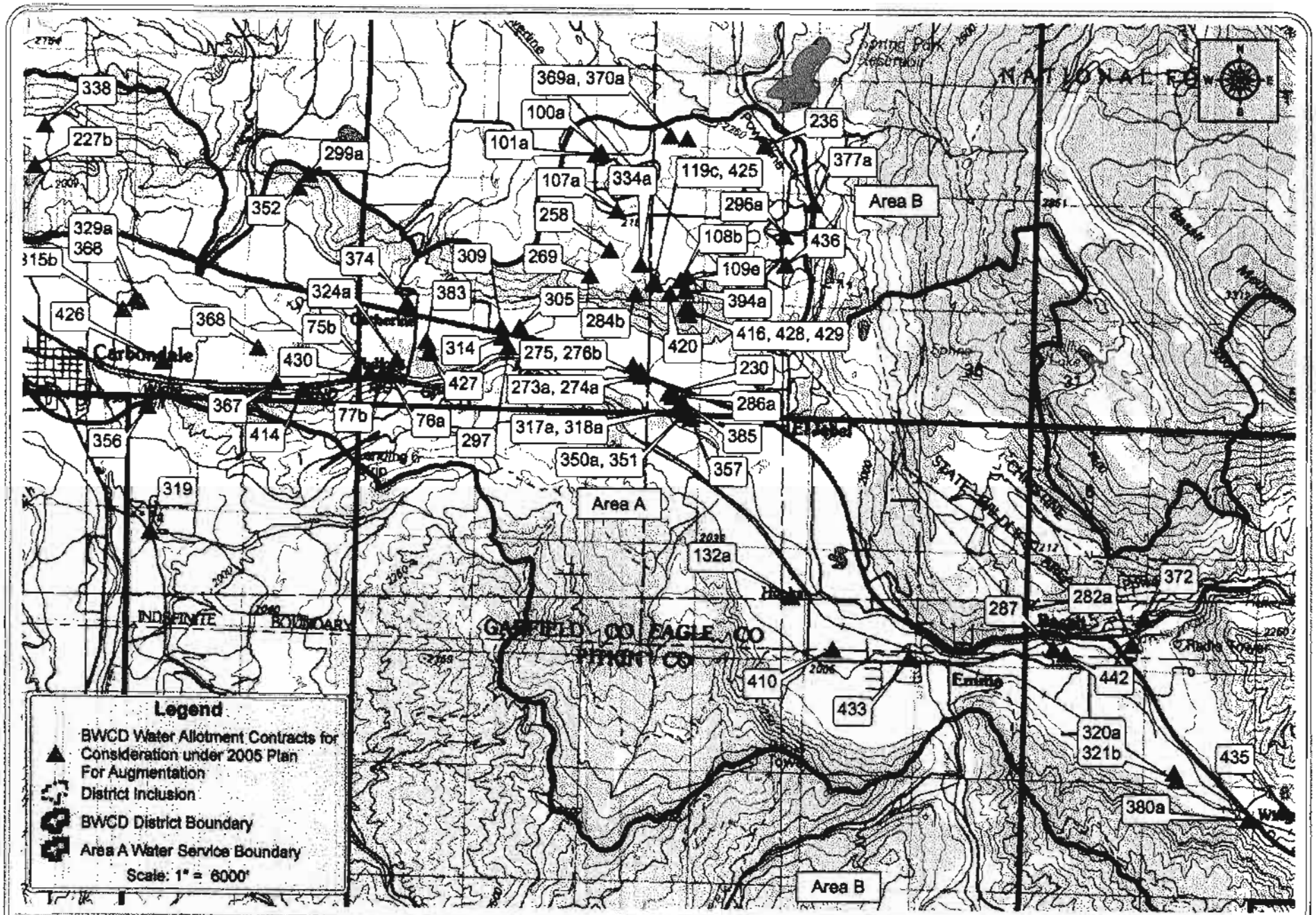
Done this30th day of September, 2005.

By */s/ Christopher L. Geiger*
Christopher L. Geiger

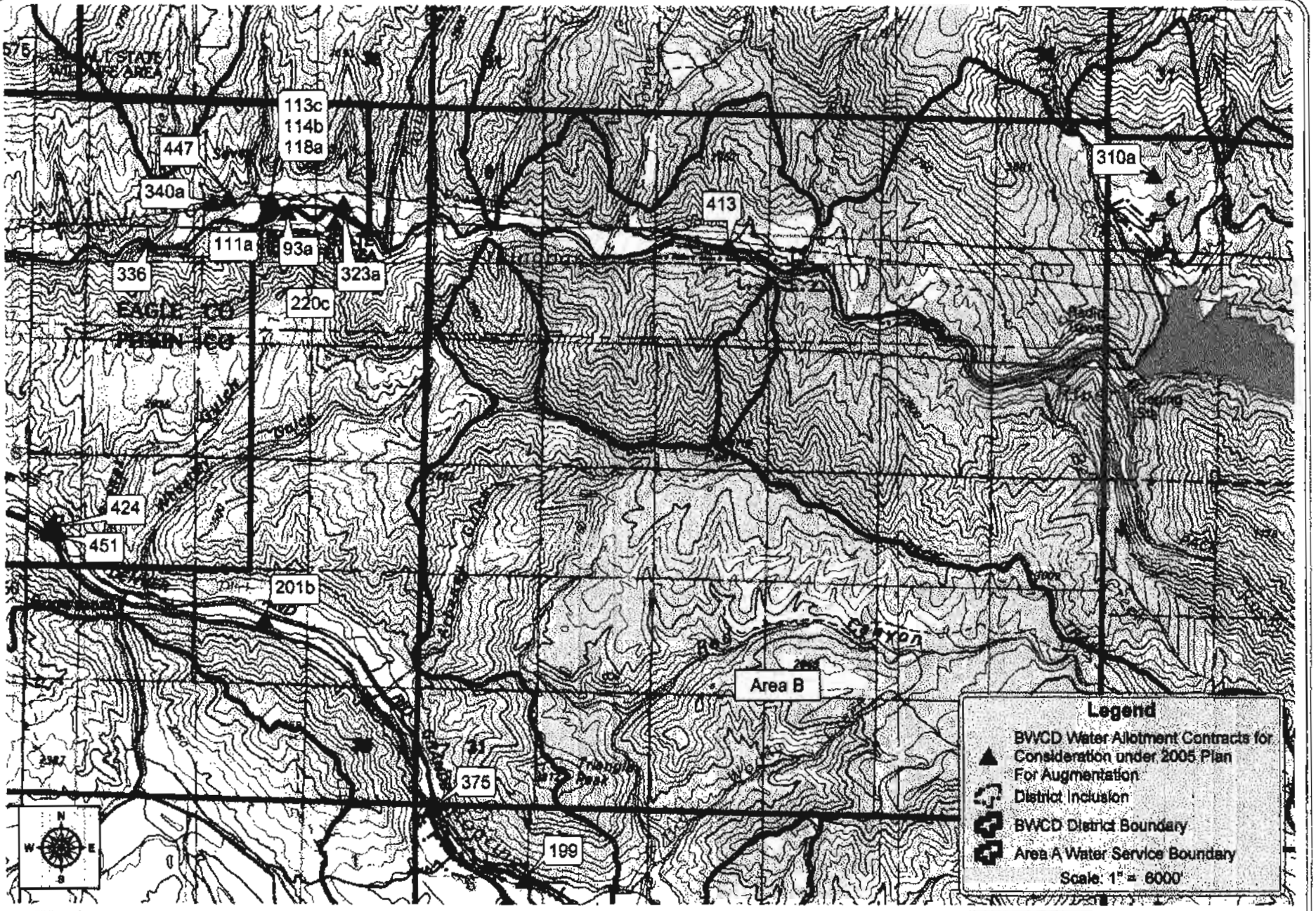
NOTE: This document was filed electronically. An original signature copy is available for inspection at the office of the originating attorney, pursuant to Colorado Rule of Civil Procedure 121, § 1-26.



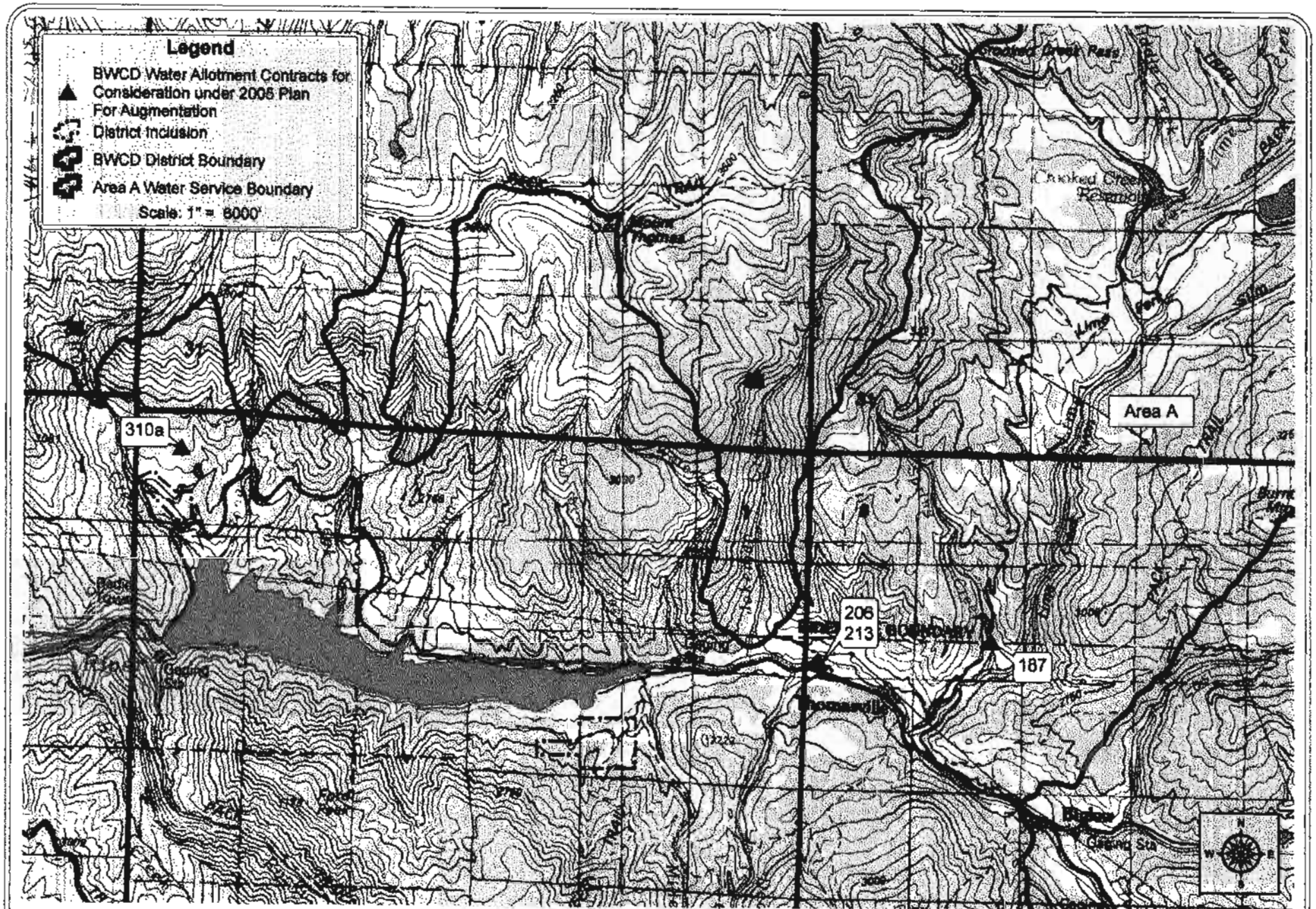
Basalt Water Conservancy District	09-26-2005 033-5.2.7	Exhibit A - Sheet 1 Water Allotment Contracts Case No. 01CW305	RESOURCE ENGINEERING, INC



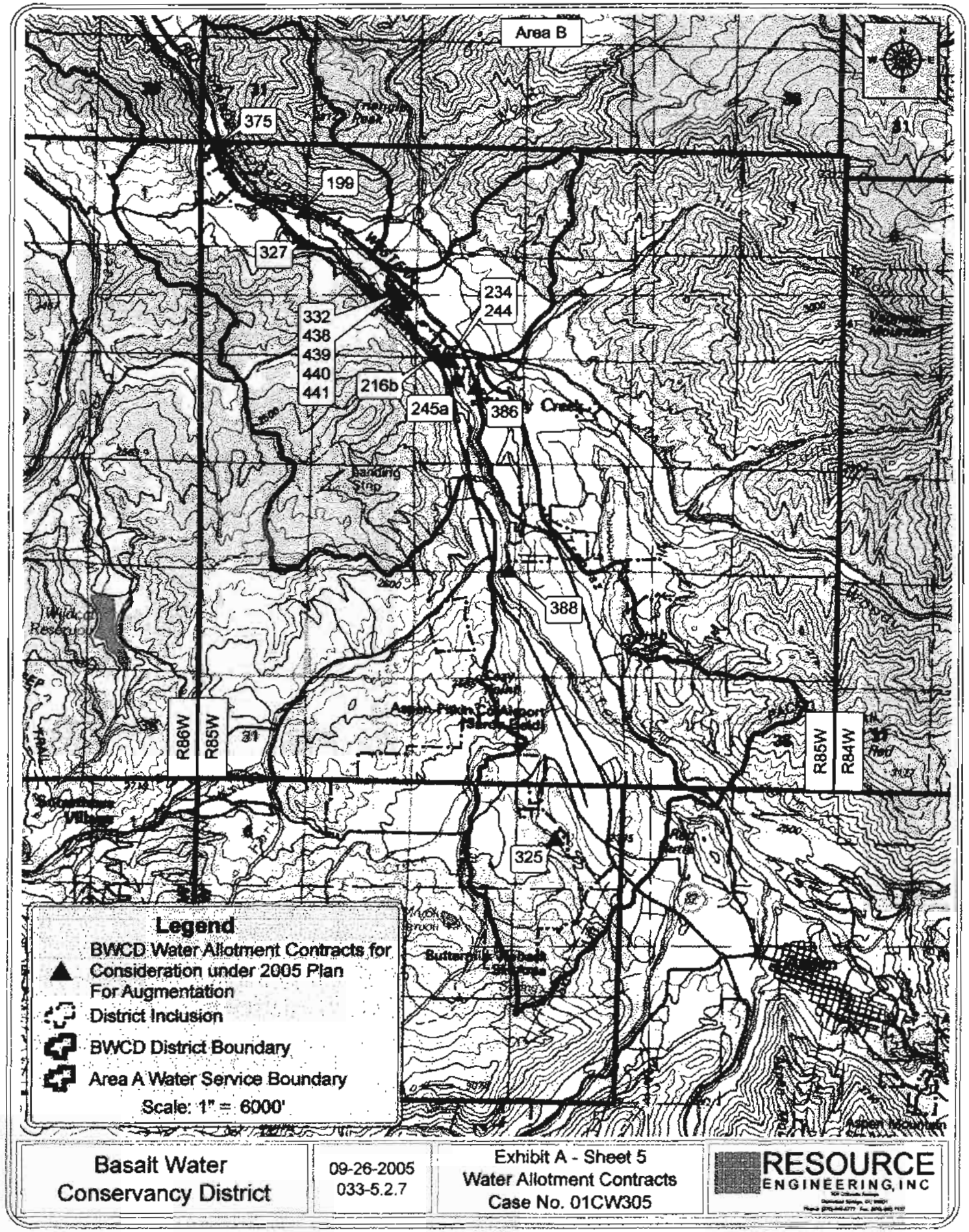
Basalt Water Conservancy District	09-26-2005 033-5.2.7	Exhibit A - Sheet 2 Water Allotment Contracts Case No. 01CW305	RESOURCE ENGINEERING, INC



Basalt Water Conservancy District	09-26-2005 033-5.2.7	Exhibit A - Sheet 3 Water Allotment Contracts Case No. 01CW305	RESOURCE ENGINEERING, INC



Basalt Water Conservancy District	09-26-2005 033-5.2.7	Exhibit A - Sheet 4 Water Allotment Contracts Case No. 01CW305	RESOURCE ENGINEERING, INC



Basalt Water Conservancy District	09-26-2005 033-5.2.7	Exhibit A - Sheet 5 Water Allotment Contracts Case No. 01CW305	RESOURCE ENGINEERING, INC

Aspen Village River Homes HOA
Richard Kipper
PO Box 529
Woody Creek CO 81656

Bailey Family Investment Co.
1000 Blue Heron Lane
Carbondale CO 81623

BDBC, LLC
C/O Mona James
2030 Hamilton Place Blvd, Suite 500
Chattanooga TN 37421

Berkeley Family Limited Ptr
3961 CR 114
Glenwood Springs CO 81601

Henry Blackison
151 Bedford Road
Greenwich CT 06831

Larry and Robin Bones
1090 Valley Road
Carbondale CO 81623

Calle Perfecto Business Park, LLC
Attn: Dennis Gage, President
19700 Fairchild Road, Suite 120
Irvine CA 92612

Samuel J. & Joy M. Caudill
R & W Nieslanik Family LLLP
0626 CR 165
Carbondale CO 81623

Chaffin/Light Cabin Ptr, LLC
PO Box 620
Basalt CO 81621

Christeleit Subdivision HOA
Attn: Greg Mohl
0094 Heather Lane
Glenwood Springs CO 81601

Hattie M. Cleveland
0110 Mountain View Road
Carbondale CO 81623

Cozy Point, L.P. and Eastbank LLC
1315 Sage Court
Aspen CO 81611

David & Melanie Crandall
421 Lewis Lane
Basalt CO 81621

Crowley Acres Subdivision HOA
C/O John Crowley
22051 Two Rivers Road
Basalt CO 81621

Stephen and Janice Crowley
2621 CR 100
Carbondale CO 81623

John D. Davis
PO Box 11854
Aspen CO 81612

Thomas F. Eirman
310 W 56th Street, Apt 2E
New York City NY 10019

Tom Friel
PO Box 335
Basalt CO 81621

Garfield County Road & Bridge
PO Box 426
Rifle CO 81650

Norman Gershman
529 Emma Road
Basalt CO 81621

Douglas & Peggy Graybeal
0188 Sunset Lane
Carbondale CO 81623

HELI SKI, LLC
Kevin Carbone
PO Box 823
Basalt CO 81621

Linda Helmich
4006 CR 115
Glenwood Springs CO 81601

Charles and Linda Ho
29304 Saddlebag Trail
Myakka City FL 34251

Steven & Sandra Hribernik
10610 Deepath Acres Court
St. Louis MO 63128

William Inverso
3768 Hwy 82
Glenwood Springs CO 81601

John Jellinek
JELCO Ventures
0179 Liberty Lane
Woody Creek CO 81656

Robert Matthew Johnson
PO Box 2525
Basalt CO 81621

Michael Josephs
2950 SW 27th
Miami FL 33133

Thomas Levitt
PO Box 414740
Kansas City MO 64141

Meredith Long
601 Jefferson, 40th Floor
Houston TX 77002

James B. and Jennifer M. Lowell (295)
15 Ptarmigan
Glenwood Springs CO 81602

John and Tina MacDonald
5739 Redwood Lane
Dallas TX 75209

Bill McDonough
PO Box 444
Woody Creek CO 81656

Dan Missey
567 West 250 South
Hebron IN 46341

Luther Moore/Charles Englund
16613 Hwy 82
Carbondale CO 81623

Chris & Debra Morrison
357 Castle Lane
Basalt CO 81621

Nina and Jess Pedersen
1451 102 Road
Carbondale CO 81623

Nina & Jess Pedersen
1451 102 Road
Carbondale CO 81623

Pamela Pine
PO Box 514
Glenwood Springs CO 81602

Pinion Grove HOA
Attn: Robert & Cornellia Elmore
0021 Windriver Road
Carbondale CO 81623

Michael & Karen Poulos
760 Forest Ave
Glen Ellen IL 60137

Red Rock Ranch HOA
Attn: Carter Holmes
298 Red Rock Road
Basalt CO 81621

Kenneth W. Riley, Jr.
PO Box 584
Carbondale CO 81623

Kathy Risner
2370 North Farrell Drive
Palm Springs CA 92262

Riverwalk at the Frying Pan Condo Assn
1880 Lazy O Road
Old Snowmass CO 81654

Kathlen Ruston
PO Box 667
Basalt CO 81621

Anthony and Carolyn Scheer
0220 Sunset Lane
Carbondale CO 81623

Nance P. Schutter
116613 Hwy 82
Carbondale CO 81623

Maxine McCowan Seibert
803 Kestrel Court
Basalt CO 81621

Ray Simpson
PO Box 2916
Basalt CO 81621

Eric Smith
C/O Smith & Metalitz, LLP
1747 Pennsylvania
Washington DC 20006

Snow Country Investments LLC
2412 S Milwaukee Street
Denver CO 80210

St. Finnbar Homeowners Association
C/O Jim Mindling
32 Buttonbull Lane
Weston CT 06883

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Pitkin County
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C/O Karla Miller
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Four Forks LLC
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Linda Beach Hayes
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River Woods Holdings, LLC
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Jerome and Elizabeth Thomas
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Breckenridge CO 80424

EXHIBIT C
Monthly Diversion and Stream Depletions
for Missouri Heights Wells
(All Values in Acre-Feet)

Month	Missouri Heights Wells	
	Diversion	Stream Depletions
January	1.889	0.341
February	1.672	0.301
March	1.889	0.557
April	2.768	1.139
May	15.006	10.319
June	19.068	14.104
July	17.996	13.209
August	11.856	8.319
September	10.543	7.332
October	3.920	2.026
November	1.802	0.326
December	1.889	0.341
Annual	**90.298**	**58.314**

EXHIBIT D
Monthly Diversion and Stream Depletions
for Commercial and Industrial Contracts
(All Values in Acre-Feet)

Month	Commercial & Industrial	
	Diversion	Stream Depletions
January	1.732	0.357
February	1.711	0.355
March	2.073	0.682
April	2.735	1.322
May	3.799	2.233
June	4.822	3.223
July	4.863	3.268
August	4.199	2.645
September	3.978	2.443
October	2.593	1.180
November	1.882	0.512
December	1.732	0.357
Annual	**36.117**	**18.582**

EXHIBIT E
Monthly Diversion and Stream Depletions
for remaining Domestic Contracts
(All Values in Acre-Feet)

Month	Domestic Contracts	
	Diversion	Stream Depletions
January	17.362	2.728
February	15.858	2.600
March	17.890	3.546
April	22.148	6.927
May	50.722	28.918
June	60.100	36.670
July	58.365	34.963
August	44.229	23.897
September	39.355	20.352
October	24.288	8.267
November	17.204	2.932
December	17.104	2.691
Annual	**384.627**	**174.493**

EXHIBIT F

The water requirements for the subject allotment contracts were calculated on an individual basis using case specific information and general water use assumptions. The assumptions used in the water requirement calculations are as follows:

DOMESTIC IN-HOUSE USE

A. Single family - 3.5 persons @ 100 GPCD (gallons/capita/day)
B. Apartments and mobil homes - 0.75 EQR/Unit

Most of the in-house water will return to the stream system following wastewater treatment. The consumptive use expressed as a percent of diversion was assumed to be as follows:

Central treatment system:	5.0 percent
Septic tank/leachfield system:	15.0 percent
Evaporative system:	100.00 percent

COMMERCIAL AND OTHER USE

The commercial uses are calculated on an individual basis using specific water use data if available or EQR ratings based on type of commercial use and size criteria.

IRRIGATION WATER USE

Irrigation water requirements and consumptive use were estimated using the Blaney-Criddle method as identified by the SCS in Technical Release No. 21 (1970). This method uses monthly temperatures and duration of daylight hours to estimate consumptive use. The necessary climatological data was obtained from the Glenwood Springs and Aspen Weather stations.

Relationships between elevation, precipitation and temperature were defined for the Roaring Fork valley. Because of the generally high elevation of the valley, the Blaney-Criddle monthly consumptive use crop coefficients were adjusted as recommended in the USDA Agricultural Research Services report "Water Use by Native Grasses in High Altitude Colorado Meadows."

Once the crop and/or lawn consumptive use were determined, total diversion requirements were calculated based upon expected application rates for the different irrigation methods. The application rate for sprinkler irrigation was assumed to be 1.25 times the C.U. rate (80% efficient) and the application rate for flood irrigation was assumed to be 3.33 times the C.U. rate (30% efficient).

LIVESTOCK WATER USE

Livestock requires approximately 11 gallons of water per day per head. This water use is considered 100 percent consumptive.

EXHIBIT G

BASALT WATER CONSERVANCY DISTRICT
WELL CATEGORIES FOR DELAYED STREAM DEPLETIONS

WELL CATEGORY	DESCRIPTION
A	Alluvial wells less than 1000 feet from stream T = 100,000 GPD/FT S = 0.20
B	Alluvial wells greater than 2000 feet from stream T = 50,000 GPD/FT S = 0.20
C	Alluvial wells between 1000 feet and 2000 feet from stream T = 100,000 GPD/FT S = 0.20
D	Formation wells between 1000 feet and 3000 feet from stream T = 5000 GPD/FT S = 0.15
E	Formation wells greater than 3000 feet from stream T = 5000 GPD/FT S = 0.10
F	Formation wells less than 1000 feet from stream T = 5000 GPD/FT S = 0.10

EXHIBIT H

BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
MONTHLY DEPLETION AND DELAYED RETURN FLOW FACTORS

MONTH	WELL GROUP						
	A	B	C	D	E	F1	F2
NOV	0.058	0.089	0.072	0.087	0.082	0.086	0.068
DEC	0.057	0.086	0.063	0.088	0.083	0.082	0.068
JAN	0.057	0.082	0.059	0.085	0.083	0.079	0.068
FEB	0.057	0.080	0.057	0.084	0.084	0.077	0.068
MAR	0.057	0.077	0.056	0.083	0.084	0.075	0.068
APR	0.062	0.076	0.061	0.082	0.084	0.074	0.072
MAY	0.108	0.076	0.085	0.081	0.084	0.076	0.089
JUN	0.134	0.080	0.112	0.080	0.084	0.082	0.109
JUL	0.132	0.085	0.123	0.081	0.083	0.090	0.116
AUG	0.108	0.089	0.116	0.081	0.083	0.094	0.106
SEP	0.100	0.090	0.106	0.083	0.083	0.094	0.092
OCT	0.070	0.090	0.090	0.085	0.083	0.091	0.076
TOTAL	1.000	1.000	1.000	1.000	1.000	1.000	1.000

EXHIBIT I
Combined Monthly Stream Diversions, Depletions, and Delayed Stream Depletions for all Wells
(All Values in Acre-Feet)

	All Wells		
Month	Diversion	Stream Depletions	Delayed Stream Depletions
January	20.136	3.299	16.034
February	18.471	3.140	16.010
March	20.664	4.333	15.927
April	25.845	8.347	16.554
May	65.889	38.874	21.575
June	79.013	50.136	25.020
July	76.280	47.616	25.285
August	56.504	32.063	22.950
September	50.455	27.630	21.855
October	29.042	10.509	18.563
November	19.904	3.491	16.667
December	19.878	3.262	16.256
Annual	**482.085**	**232.697**	**232.697**

EXHIBIT 15-A5

EFILED Document
CO Garfield County District Court 9th JD
Filing Date: Dec 30 2004 1:41PM MST
Filing ID: 4864747
Review Clerk: Kathy Hall

DISTRICT COURT, WATER DIVISION 5, COLORADO 109 EIGHTH STREET, SUITE 104 GLENWOOD SPRINGS, CO 81601 PHONE NUMBER: (970) 945-5075	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: BASALT WATER CONSERVANCY DISTRICT IN SUMMIT, GARFIELD, PITKIN AND EAGLE COUNTIES, COLORADO.	▲ COURT USE ONLY ▲
ATTORNEYS FOR APPLICANT: DAVID C. HALLFORD, ATTY. REG. NO. 10510 CHRISTOPHER L. GEIGER, ESQ., ATTY. REG. NO. 32333 BALCOMB & GREEN, P.C. POST OFFICE DRAWER 790 GLENWOOD SPRINGS, CO 81602 TELEPHONE: (970) 945-6546 FACSIMILE: (970) 945-8902 E-MAIL: DHALLFORD@BALCOMBGREEN.COM, CHRISG@BALCOMBGREEN.COM	Case No. 02CW077 Water Division 5

AMENDED APPLICATION FOR CHANGE OF WATER RIGHTS AND FOR APPROVAL OF PLAN FOR AUGMENTATION, INCLUDING APPROPRIATIVE RIGHT OF EXCHANGE

Name and address of Applicant:
Basalt Water Conservancy District
P.O. Box 974
Glenwood Springs, CO 81602
Please direct all pleadings and correspondence to Applicant's counsel.

I. GENERAL CASE INFORMATION

A. The Basalt Water Conservancy District (hereinafter "District") filed an Application for Change of Water Rights and for Approval of Plan for Augmentation, Including Exchange, on March 29, 2002. That Application requests court approval of changes of water rights and an umbrella augmentation plan to cover diversions and depletions from diversions by future District contractees within the District's service Area A, as described therein.

B. The District is filing this Amended Application to clarify the changes of water rights and plan for augmentation and exchanges sought in the Application by:

1. Clarifying the boundaries and legal description of its Area A; and,

2. Identifying four sub areas of its Area A and describing how each of those sub areas will be served by the changes in the points of diversion for water rights owned by the District, or augmented, including by exchange, with District water rights and supplies; and,

3. Specifically identifying tributaries within each of the sub areas that are to be served by the changed water rights and/or included within the plan for augmentation; and,

4. Clarifying the operation of the appropriative rights of exchange sought in this application; and,

5. Clarifying the quantity of water that will be made available for diversion, through the changes in point of diversion sought herein, by future District contractees in each of the sub areas of Area A; and,

6. Clarifying the quantity of replacement water that will be made available for augmentation of consumptive uses, through the plan for augmentation sought herein, by future District contractees in each of the sub areas of Area A.

C. This Amended Application supercedes and replaces in entirety the Application filed on March 29, 2002, except that the claims made in this Amended Application shall relate back to the original application pursuant to C.R.C.P. 15(c).

D. The changes of water rights and description of the plan for augmentation, including exchange, are more fully set forth below.

II. CLAIM FOR CHANGES OF WATER RIGHTS: ALTERNATE POINTS OF DIVERSION

A. Decreed name of structures for which changes are sought:

1. Basalt Conduit

2. Landis Canal

B. Information from previous Decree:

1. Date Entered: June 20, 1958

2. Case No.: C.A. 4613

3. Court: Garfield County District Court

4. Decreed Points of Diversion:

a. Basalt Conduit: The decreed headgate and point of diversion is located on the left side of the Frying Pan River in the NE1/4 NW1/4 of unsurveyed Section 18, T. 8 S., R. 84 W. of the 6th P.M. at the head of the outlet tube for Ruedi Reservoir whence the SW corner of Sec. 7, T. 8 S., R. 84 W. of the 6th P.M. bears N. 79 degrees 00' W., a distance of 2,017.1 feet.

b. Landis Canal: The initial headgate and point of diversion is located at the terminus of the Basalt Conduit in the NW1/4 of Sec. 7, T. 8 S., R. 86 W. In addition thereto, diversions will be made, by means of said Landis Canal, at points along its course at which the water of Coulter Creek and Cattle Creek and all named and unnamed tributaries of the Roaring Fork River will be intercepted and diverted.

5. Source:

a. Basalt Conduit: Frying Pan River, tributary to the Roaring Fork River, tributary to the Colorado River, including water impounded in the Ruedi Reservoir, and, as well, direct flow.

b. Landis Canal: Water conveyed through and by means of the Basalt Conduit; and the waters of Coulter Creek, Cattle Creek, and all named and unnamed tributaries of the Roaring Fork River between the original point of diversion and the terminus of said Landis Canal.

6. Appropriation Date (both water rights): July 29, 1957

7. Amount:

a. Basalt Conduit: 450 cfs

b. Landis Canal: 130 cfs (originally decreed for 170 cfs; reduced to 130 cfs in Case No. W-789-76)

8. Use (both water rights): Generation of electric energy, irrigation, domestic, municipal, piscatorial and industrial.

C. Proposed Change: Applicant seeks alternate points of diversion of the Basalt Conduit and Landis Canal to points of diversion at wells, surface rights, and storage reservoirs (with respect to evaporation replacement only), when such points are authorized for diversion under this plan for augmentation. The alternate points of diversion will be located within the District's Area A. Area A encompasses those regions that are located near the Fryingpan or Roaring Fork rivers, or on tributary creeks, where use of the District's water rights for diversion at an alternate point or through augmentation is sufficient to satisfy the requirements of all senior downstream water rights. In other words, within the District's Area A, there are no calling water rights located between proposed alternate points of diversion and the Roaring Fork or Fryingpan rivers. A map depicting the Area A boundary will be filed in the Court's records in this case for review, or may be obtained upon request from Applicant's counsel.

For purposes of this plan for augmentation, the District has further divided its Area A into four sub-areas A-1, A-2, A-3 and A-4. Each sub area contains a portion of either the Roaring Fork River or Frying Pan River, and designated tributaries, in which the District will provide service under this change of water rights and plan for augmentation. These four sub areas are described below.

D. Sub Areas Within District Area A:

1. Area A-1

a. Description: Area A-1 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Fryingpan River and its tributaries in a stream reach extending from a downstream terminus at the outlet of Ruedi Reservoir to an upstream terminus located on the Fryingpan River near the Thomasville streamflow guage, a distance of approximately 12 miles. The downstream terminus at the outlet of Ruedi Reservoir is located in Pitkin County on the Fryingpan River just upstream from its confluence with Rocky Fork Creek in the NW1/4, Section 18, Township 8 South, Range 84 West of the 6th P.M. The upstream terminus on the Fryingpan River near the Thomasville streamflow gauge is located in Pitkin County on the Fryingpan River 400 feet downstream of its confluence with the North Fork of the Fryingpan River, in the NW1/4 NW 1/4, Section 21, Township 8 South, Range 83 West of the 6th P.M. The boundaries of Area A-1 are depicted on the map that will be filed in the Court's records in this case for review, or that may be obtained upon request from Applicant's counsel. The Public Land Survey System

legal description of lands included within Area A-1 is shown on Exhibit 1 attached hereto and incorporated by this reference. Major tributaries to the Fryingpan River that are included within Area A-1 include:

(1) Deadman Creek: from its confluence with the Fryingpan River in the SE 1/4, Section 12, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Deadman Creek and the Fryingpan River.

(2) Miller Creek: from its confluence with Ruedi Reservoir and the Fryingpan River in the NW1/4, Section 14, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Miller Creek and the Fryingpan River.

(3) Muckawango Creek: from its confluence with the Fryingpan River in the NE1/4, Section 20, Township 8 South, Range 83 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Muckawango Creek and the Fryingpan River.

(4) Lime Creek: Division of Water Resources Stream Identification No. 60, from its confluence with the Fryingpan River in the NE1/4 SE1/4, Section 18, Township 8 South, Range 83 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Lime Creek and the Fryingpan River.

(5) Iakeman Creek: from its confluence with the Fryingpan River in the SW1/4, Section 12, Township 8 South, Range 84 West of the 6th P.M. upstream to the headgate of the Jakeman Ditch located in the SW1/4 NW1/4 SE1/4, Section 12, Township 8 South, Range 84 West of the 6th P.M., including all areas tributary to Jakeman Creek and the Fryingpan River within this reach. That portion of Jakeman Creek and its tributaries above the headgate of the Jakeman Ditch is in Area B and not included within this application.

(6) Waterbury Creek: from its confluence with the Fryingpan River in the NE1/4, Section 14, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Waterbury Creek and the Fryingpan River.

(7) Two-by-Four Creek: from its confluence with the Fryingpan River in the SW1/4, Section 11, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Two-by-Four Creek and the Fryingpan River.

(8) Freeman Creek: from its confluence with Ruedi Reservoir and the Fryingpan River in the SW1/4, Section 9, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Freeman Creek and the Fryingpan River.

(9) Smith Creek: Division of Water Resources Stream Identification No. 41, from its confluence with Ruedi Reservoir and the Fryingpan River in the SE1/4, Section 8, Township 8 South, Range 84 West of the 6th P.M. upstream to the headgate of the Irondale Ditch located in the SW1/4 NE1/4 NE1/4, Section 5, Township 8 South, Range 84 West of the 6th P. M., including all areas tributary to Smith Creek and the Fryingpan River within this reach. That portion of Smith Creek and its tributaries above the headgate of the Irondale Ditch is in Area B and not included within this application.

(10) Pond Creek: from its confluence with Ruedi Reservoir and the Fryingpan River in the NE1/4, Section 7, Township 8 South, Range 84 West of the 6th P.M. upstream to the headgate of the Pond No. 2 Ditch located in the NW1/4 SW1/4 SW1/4, Section 32, Township 7 South, Range 84 West of the 6th P.M., including all areas tributary to Pond Creek and the Fryingpan River within this reach. That portion of Pond Creek and its tributaries above the headgate of the Pond No. 2 Ditch is in Area B and not included within this application.

(11) Ruedi Creek: Division of Water Resources Stream Identification No. 37, from its confluence with Ruedi Reservoir and the Fryingpan River in the NE1/4, Section 7, Township 8 South, Range 84 West of the 6th P.M. upstream to the headgate of the Eureka Ditch located in the NE1/4 NW1/4 NE1/4, Section 1, Township 8 South, Range 85 West of the 6th P.M., including all areas tributary to Ruedi Creek and the Fryingpan River within this reach. That portion of Ruedi Creek and its tributaries above the headgate of the Eureka Ditch is in Area B and not included within this application.

b. Amount: The changed water rights will be made available for diversion by District contractees in Area A-1 in an amount not to exceed 2.50 c.f.s. for the entire Area A-1, and not to exceed 1.0 c.f.s within any one tributary located within Area A-1.

2. Area A-2

a. Description: Area A-2 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Fryingpan River and its tributaries in a stream reach extending from a downstream terminus at the confluence

of the Fryingpan River with the Roaring Fork River to an upstream terminus at the outlet of Ruedi Reservoir, a distance of approximately 18 miles. The downstream terminus, the confluence of the Fryingpan River and the Roaring Fork River, is located in Pitkin County within the Town of Basalt, Colorado in the SE1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M. The upstream terminus, the outlet of Ruedi Reservoir, is located in Pitkin County on the Fryingpan River just upstream from its confluence with Rocky Fork Creek in the NE1/4, Section 18, Township 8 South, Range 84 West of the 6th P.M. The boundaries of Area A-2 are depicted on the map that will be filed in the Court's records in this case for review, or that may be obtained upon request from Applicant's counsel. The Public Land Survey System legal description of lands included within Area A-2 is shown on Exhibit 2 attached hereto and incorporated by this reference. Major tributaries to the Fryingpan River that are included within Area A-2 include:

(1) Frenchman Creek: Division of Water Resources Stream Identification No. 35, beginning from its confluence with the Fryingpan River in the NW1/4, Section 10, Township 8 South, Range 85 West of the 6th P.M. upstream to the headgate of the Frenchman Ditch No. 3 located in the SE1/4 NE1/4 SW1/4, Section 3, Township 8 South, Range 85 West of the 6th P.M., including all areas tributary to Frenchman Creek and the Fryingpan River within this reach. That portion of Frenchman Creek and its tributaries above the headgate of the Frenchman Ditch No. 3 is in Area B and not included within this application.

(2) Downey Creek: Division of Water Resources Stream Identification No. 33, from its confluence with the Fryingpan River in NE1/4, Section 8, Township 8 South, Range 85 West, 6th P.M. upstream to the headgate of the Downey Ditch No. 1 located in the NE1/4 SW1/4 SE1/4, Section 5, Township 8 South, Range 85 West of the 6th P.M. and the headgate of the Downey Ditch No. 2 located in the NW1/4 SW1/4 SE1/4, Section 5, Township 8 South, Range 85 West of the 6th P.M., including all areas tributary to Downey Creek and the Fryingpan River within this reach. That portion of Downey Creek and its tributaries above the headgates of the Downey Ditch Nos. 1 & 2 is in Area B and not included within this application.

(3) Otto Creek: Division of Water Resources Stream Identification No. 31, from its confluence with the Fryingpan River in the NE1/4, Section 7, Township 8 South, Range 85 West of the 6th P.M. upstream to the headgate of the Horn Ditch in the SW1/4 SW1/4 SE1/4, Section 6, Township 8 South, Range 85 West of the 6th P.M., including all areas tributary to Otto Creek and the Fryingpan River within this reach. That portion of Otto Creek and its tributaries above the headgate of the Horn Ditch is in Area B and not included within this application.

(4) Taylor Creek: Division of Water Resources Stream Identification No. 29, beginning from its confluence with the Fryingpan River in the NE1/4, Section 12, Township 8 South, Range 86 West of the 6th P.M. upstream to the headgate of the Shehi Ditch located in NE1/4 NW1/4 NW1/4, Section 30, Township 7 South, Range 85 West of the 6th P.M., including all areas tributary to Taylor Creek and the Fryingpan River within this reach. That portion of Taylor Creek and its tributaries above the Shehi Ditch is in Area B and not included within this application.

(5) Seven Castles Creek: from its confluence with the Fryingpan River in the SW1/4, Section 2, Township 8 South, Range 86 West of the 6th P.M. up to its headwaters including all areas tributary to Seven Castles Creek and the Fryingpan River.

(6) Toner Creek: Division of Water Resources Stream Identification No. 27, from its confluence with the Fryingpan River in the NE1/4, Section 10, Township 8 South, Range 86 West of the 6th P.M. upstream to the headgate of the Smith Toner Creek Ditch No. 2 located in the NE1/4 NW1/4 SW1/4, Section 3, Township 8 South, Range 86 West of the 6th P.M., including all areas tributary to Toner Creek and the Fryingpan River within this reach. That portion of Toner Creek and its tributaries above the headgate of the Smith Toner Creek Ditch No. 2 is in Area B and not included within this application.

(7) Box Canyon Creek and Watershed areas tributary to the Fryingpan River: watershed areas located north and directly tributary to the Fryingpan River at locations downstream of the confluence with the Toner Creek in the NE1/4, Section 10, Township 8 South, Range 86 West, of the 6th P.M. and upstream of the confluence with the Roaring Fork River in the SE1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M.

(8) Rocky Fork Creek: from its confluence with the Fryingpan River in the NW1/4, Section 18, Township 8 South, Range 84 West of the 6th P.M. upstream to its headwaters including all areas tributary to Rocky Fork Creek and the Fryingpan River.

(9) Bear Creek: from its confluence with the Fryingpan River in the NW1/4, Section 13, Township 8 South, Range 85 West of the 6th P.M. upstream to its headwaters including all areas tributary to Bear Creek and the Fryingpan River.

(10) Tie Camp Gulch: from its confluence with the Fryingpan River in the NW1/4, Section 10, Township 8 South, Range 85 West of the 6th P.M. upstream to the headgate of the Burke Ditch and Tie Camp Ditch Headgate No. 2 located in

the SW1/4, Section 10, Township 8 South, Range 85 West of the 6th P.M., including all areas tributary to Tie Camp Gulch and the Fryingpan River within this reach. That portion of Tie Camp Gulch and its tributaries above the headgate of the Burke Ditch and Tie Camp Ditch Headgate No. 2 is in Area B and not included within this application.

(11) Huffman Gulch: from its confluence with the Fryingpan River in the NW1/4, Section 7, Township 8 South, Range 85 West of the 6th P.M. upstream to the headgate of the King Ranch Spring and Pipeline Headgate No. 2 located in the NW1/4, Section 7, Township 8 South Range 85 West of the 6th P.M., including all areas tributary to Huffman Gulch and the Fryingpan River within this reach. That portion of Huffman Gulch and its tributaries above the headgate of the King Ranch Spring and Pipeline Headgate No. 2 is in Area B and not included within this application.

(12) Center Creek: from its confluence with the Fryingpan River in the NE1/4, Section 8, Township 8 South, Range 86 West of the 6th P.M. up to the headgate of the Dan German Ditch located in the NW1/4 NE1/4 SE1/4, Section 5, Township 8 South, Range 86 West of the 6th P.M., including all areas tributary to Center Creek and the Fryingpan River within this reach. That portion of Center Creek and its tributaries above the headgate of the Dan German Ditch is in Area B and not included within this application.

b. Amount: The changed water rights will be made available for diversion by District contractees in Area A-2 in an amount not to exceed 5.80 c.f.s. for the entire Area A-2, and not to exceed 2.0 c.f.s within any one tributary located within Area A-2. These amounts are in addition to the rate of the changed water rights apportioned to Area A-1, which is upstream of and tributary to Area A-2.

3. Area A-3

a. Description: Area A-3 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Roaring Fork River and its tributaries in a stream reach extending from a downstream terminus at the confluence of the Roaring Fork River with the Fryingpan River to an upstream terminus located at the confluence of the Roaring Fork River and Maroon Creek, a distance of approximately 20 miles. The downstream terminus at the confluence of the Roaring Fork and Fryingpan rivers is located in Pitkin County within the Town of Basalt, Colorado in the SE1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M. The upstream terminus at the confluence of the Roaring Fork River and Maroon Creek is located in Pitkin County near Aspen, Colorado in the NW1/4, Section 2,

Township 10 South, Range 85 West of the 6th P.M. The boundaries of Area A-3 are depicted on the map that will be filed in the Court's records in this case for review, or that may be obtained upon request from Applicant's counsel. The Public Land Survey System legal description of lands included within Area A-3 is shown on Exhibit 3 attached hereto and incorporated by this reference. Major tributaries to the Roaring Fork River that are included within Area A-3 include:

(1) Woody Creek: Division of Water Resources Stream Identification No. 13, from its confluence with the Roaring Fork River in the NW1/4, Section 16, Township 9 South, Range 85 West of the 6th P.M. upstream to the headgate of the Waltham Ditch located in the NW1/4 NW1/4 NE1/4, Section 16, Township 9 South, Range 85 West of the 6th P.M., including all areas tributary to Woody Creek and the Roaring Fork River within this reach. That portion of Woody Creek and its tributaries above the headgate of the Waltham Ditch is in Area B and not included within this application.

(2) Dry Woody Creek: Division of Water Resources Stream Identification No. 66, from its confluence with the Roaring Fork River in the NW1/4, Section 8, Township 9 South, Range 85 West of the 6th P.M. upstream to the headgate of the Simons Ditch located in the NW1/4 NW1/4 NE1/4, Section 8, Township 9 South, Range 85 West of the 6th P.M., including all areas tributary to Dry Woody Creek and the Roaring Fork River within this reach. That portion of Dry Woody Creek and its tributaries above the headgate of the Simons Ditch is in Area B and not included within this application.

(3) Arbaney Gulch (also known as Deer Creek): from its confluence with the Roaring Fork River in the NE1/4, Section 36, Township 8 South, Range 86 West of the 6th P.M. upstream to the headgate of the Deer Creek No. 1 Ditch located in the SE1/4 SE1/4 SE1/4, Section 25, Township 8 South, Range 86 West of the 6th P.M., including all areas tributary to Arbaney Gulch and the Roaring Fork River within this reach. That portion of Arbaney Gulch and its tributaries above the headgate of the Deer Creek No. 1 Ditch is in Area B and not included within this application.

(4) Wheatley Gulch: from its confluence with the Roaring Fork River in the NE1/4, Section 27, Township 8 South, Range 86 West of the 6th P.M. upstream to its headwaters, including all areas tributary to Wheatley Gulch and the Roaring Fork River.

(5) Bionaz Gulch: from its confluence with the Roaring Fork River in the SE1/4, Section 21, Township 8 South, Range 86 West of the 6th P.M. upstream to its

headwaters, including all areas tributary to Bionaz Gulch and the Roaring Fork River.

(6) Galvin Gulch: from its confluence with the Roaring Fork River in the SE1/4, Section 34, Township 9 South, Range 85 West, of the 6th P.M. upstream to its headwaters, including all areas tributary to Galvin Gulch and the Roaring Fork River.

(7) Trentaz Creek: from its confluence with the Roaring Fork River in the NE1/4 SW1/4, Section 21, Township 9 South, Range 85 West of the 6th P.M. upstream to the headgate of the KNCB Moor Ditch No. 2 located in the NW1/4 SW1/4 SW1/4, Section 26, Township 9 South, Range 85 West of the 6th P.M., including all areas tributary to Trentaz Creek and the Roaring Fork River within this reach. That portion of Trentaz Creek and its tributaries above the headgate of the KNCB Moor Ditch No. 2 is in Area B and not included within this application.

(8) Owl Creek: Division of Water Resources Stream Identification No. 14, from its confluence with the Roaring Fork River located in the SW1/4, Section 27, Township 9 South, Range 85 West of the 6th P.M. upstream to the headgate of the Stapleton Ditch located in NW1/4 NE1/4 SW1/4, Section 34, Township 9 South, Range 85 West of the 6th P.M., including all areas tributary to Owl Creek and the Roaring Fork River within this reach. That portion of Owl Creek and its tributaries above the headgate of the Stapleton Ditch is in Area B and not included within this application.

(9) Brush Creek: Division of Water Resources Stream Identification No. 12, from its confluence with the Roaring Fork River located in the NE1/4, Section 21, Township 9 South, Range 85 West of the 6th P.M. upstream to the headgate of the Brush Creek Ditch located in NE1/4 NE1/4 NW1/4, Section 21, Township 9 South, Range 85 West of the 6th P.M., including all areas tributary to Brush Creek and the Roaring Fork River within this reach. That portion of Brush Creek and its tributaries above the headgate of the Brush Creek Ditch is in Area B and not included within this application.

(10) Snowmass Creek: Division of Water Resources Stream Identification No. 10, from its confluence with the Roaring Fork River in the NW1/4, Section 27, Township 8 South, Range 86 West of the 6th P.M. upstream to the headgate of the Alexis Arbaney Ditch located in the SW1/4 SE1/4 NW1/4, Section 27, Township 8 South, Range 86 West of the 6th P.M., including all areas tributary to Snowmass Creek and the Roaring Fork River within this reach. That portion of Snowmass Creek and its tributaries above the headgate of the Alexis Arbaney Ditch is in Area

B and not included within this application.

b. Amount: The changed water rights will be made available for diversion by District contractees in Area A-3 in an amount not to exceed 12.30 c.f.s. for the entire Area A-3, and not to exceed 3.0 c.f.s within any one tributary located within Area A-3.

4. Area A-4

a. Description: Area A-4 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Roaring Fork River and its tributaries in a stream reach extending from a downstream terminus at the confluence of the Roaring Fork River and the Colorado River to an upstream terminus located at the confluence of the Roaring Fork and Fryingpan rivers, excluding the Crystal River and all tributaries west of the Roaring Fork River located downstream of the confluence of the Roaring Fork and Crystal rivers. The downstream terminus, the confluence of the Roaring Fork and Colorado rivers, is located in Garfield County within the City of Glenwood Springs, Colorado in the NW1/4, Section 9, Township 6 South, Range 89 West of the 6th P.M. The upstream terminus, the confluence of the Roaring Fork and Fryingpan rivers, is located in Pitkin County within the Town of Basalt, Colorado in the SE1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M. The boundaries of Area A-4 are depicted on the map that will be filed in the Court's records in this case for review, or that may be obtained upon request from Applicant's counsel. The Public Land Survey System legal description of lands included within Area A-4 is shown on Exhibit 4 attached hereto and incorporated by this reference. Major tributaries to the Roaring Fork River that are included within Area A-4 include:

(1) Red Canyon Creek: Division of Water Resources Stream Identification No. 111, from its confluence with the Roaring Fork River in the NE1/4 SE1/4, Section 27, Township 6 South, Range 89 West of the 6th P.M. upstream to its headwaters including all areas tributary to Red Canyon Creek and the Roaring Fork River, but excluding all areas on Landis Creek located above the Landis No. 1 Ditch located in the SW1/4 SW1/4 SE1/4, Section 20, Township 6 South, Range 88 West of the 6th P.M. Those areas on Landis Creek and its tributaries above the headgate of the Landis No. 1 Ditch are in Area B and not included within this application.

(2) Cattle Creek: Division of Water Resources Stream Identification No. 3, from its confluence with the Roaring Fork River in the NE1/4, Section 12, Township 7 South, Range 89 West of the 6th P.M. upstream to the headgate of Mason Ditch located in the NE1/4 SW1/4 NE1/4, Section 17, Township 7 South, Range 88 West of the 6th P.M., including all areas tributary to Cattle Creek and the Roaring Fork

River within this reach. That portion of Cattle Creek and its tributaries above the headgate of the Mason Ditch is in Area B and not included within this application.

(3) Crystal Spring Creek: Division of Water Resources Stream Identification No. 85, from its confluence with the Roaring Fork River in the SE1/4, Section 27, Township 7 South, Range 88 West of the 6th P.M. upstream to the headgate of the Foley Ditch located in the SE1/4 SW1/4, Section 26, Township 7 South, Range 88 West of the 6th P.M., including all areas tributary to Crystal Spring Creek and the Roaring Fork River within this reach. That portion of Crystal Spring Creek and its tributaries above the headgate of the Foley Ditch is in Area B and not included within this application.

(4) Staufferger Gulch: from its confluence with the Roaring Fork River in the SW1/4, Section 31, Township 7 South, Range 87 West of the 6th P.M. upstream to the headgate of the McCarthy Waste Water Ditch located in the SW1/4 NE1/4 SW1/4, Section 30, Township 7 South, Range 87 West of the 6th P.M., including all areas tributary to Staufferger Gulch and the Roaring Fork River within this reach. That portion of Staufferger Gulch and its tributaries above the headgate of the McCarthy Waste Water Ditch is in Area B and not included within this application.

(5) Blue Creek: Division of Water Resources Stream Identification No. 7, from its confluence with the Roaring Fork River in the NW1/4, Section 32, Township 7 South, Range 87 West of the 6th P.M. upstream to the point of diversion of the Favre Spring No. 5 located in the NW1/4 SW1/4 NW1/4, Section 35, Township 7 South, Range 87 West of the 6th P.M., including all areas tributary to Blue Creek and the Roaring Fork River within this reach. That portion of Blue Creek and its tributaries above the point of diversion of the Favre Spring No. 5 is in Area B and not included within this application.

(6) Lucksinger Gulch: from its confluence with the Roaring Fork River in the SW1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M. upstream to the headgate of the Lucksinger Ditch located in the NE1/4 SE1/4 NW1/4, Section 7, Township 8 South, Range 86 West of the 6th P.M., including all areas tributary to Lucksinger Gulch and the Roaring Fork River within this reach. That portion of Lucksinger Gulch and its tributaries above the headgate of the Lucksinger Ditch is in Area B and not included within this application.

(7) Sopris Creek: Division of Water Resources Stream Identification No. 8, from its confluence with the Roaring Fork River in the SW1/4, Section 12, Township 8 South, Range 87 West of the 6th P.M. upstream to the headgate of the Hatch Ditch

located in the SW1/4 SE1/4 NW1/4, Section 13, Township 8 South, Range 87 West of the 6th P.M., including all areas tributary to Sopris Creek and the Roaring Fork River within this reach. That portion of Sopris Creek and its tributaries above the headgate of the Hatch Ditch is in Area B and not included within this application.

b. Amount: The changed water rights will be made available for diversion by District contractees in Area A-4 in an amount not to exceed 20.50 c.f.s. for the entire Area A-4, and not to exceed 5.0 c.f.s within any one tributary located within Area A-4. This amount is in addition to the rates of the changed water rights apportioned to Area A-1, Area A-2 and Area A-3, which are all upstream of and tributary to Area A-4.

E. To prevent injury to other water rights, the District proposes the following terms and conditions for the requested change of water rights:

1. The alternate points of diversion will be located in "Area A" which generally can be described as the mainstem areas of the Frying Pan and Roaring Fork rivers and the portions of those tributaries to these two rivers described above, where no intervening calling water rights are present between the points of diversion and the mainstem.

2. All water service provided by the District under the change of the Basalt Conduit and Landis Canal water rights described herein shall be limited to the amount of water available in priority at the original points of diversion, and the District, or those entitled to use the District's decrees, may not call on any greater amount at any new alternate point of diversion.

3. The District, or those entitled to use its decrees, may call on any additional sources of supply that may be available at an alternate point of diversion exercised under the subject change of water rights and subject exchanges, but not available at the original decreed point of diversion, only as against water rights which are junior to the date of the subject exchanges.

4. Exercise of the alternate points of diversion at wells will require issuance of permits by the State Engineer pursuant to C.R.S. § 37-90-137(2). Totalizing flow meters shall be installed by each well user as a condition of diverting at the well, except for ponds or other structures that expose groundwater which are administered as wells.

III. CLAIM FOR APPROVAL OF PLAN FOR AUGMENTATION, INCLUDING APPROPRIATIVE RIGHTS OF EXCHANGE

A. Structures to be augmented: Those wells, surface water rights, and reservoirs (with

respect to evaporation replacement only), owned by future District contractees which will operate as alternate points of diversion of the Basalt Conduit and/or Landis Canal, as above described.

B. Water rights to be used for augmentation: The District's water rights in and to the Robinson Ditch, Troy & Edith Ditch, Favre Domestic Pipeline, Ruedi Reservoir, and Green Mountain Reservoir. The water rights to be used for augmentation are described below:

1. Information from previous decree for Ruedi Reservoir:

a. Source: Frying Pan River, tributary of Colorado River

b. Legal Description: An on-channel reservoir located in Sections 7, 8, 9, 11, and 14 through 18, Township 8 South, Range 84 West of the 6th P.M. The reservoir is located in portions of Eagle and Pitkin counties.

c. Adjudication Date: June 20, 1958

d. Appropriation Date: July 29, 1957

e. Case No.: C.A. 4613

f. Court: Garfield County District Court

g. Decreed Amount: 102,369 acre feet (Originally decreed for 140,697.3 acre feet; reduced to 102,369 acre feet in Case No. W-789-76)

h. Decreed Uses: generation of electric energy, domestic, municipal, piscatorial, industrial, and irrigation

i. Refill: By decree of the Water Court in Case No. 81CW34, Ruedi Reservoir was decreed a refill right in the amount of 101,280 acre feet, conditional. In Water Court Case No. 95CW95, 44,509 acre feet of the refill right was made absolute. In Water Court Case 01CW269, an additional 25,257 acre feet of the refill right was made absolute, for a total of 69,766 acre feet absolute in the refill right.

j. District Interest: The District holds contract numbers 2-07-70-W0546, 009D6C0014 and 039F6C0012 with the United States Bureau of Reclamation. These three (3) contracts collectively entitle the District to delivery of 1490 acre-feet of water annually from the regulatory capacity of Ruedi Reservoir, subject to the terms and conditions of the contracts between the District and Bureau of Reclamation.

2. Information from previous decree for Green Mountain Reservoir:

a. Source: Blue River, tributary of Colorado River

b. Legal Description: Located approximately 16 miles Southeast of the Town of Kremmling in Summit County, Colorado, and more particularly in all or parts of Sections 11, 12, 13, 14, 15, and 24 of Township 2 South, Range 80 West, and in Sections 17, 18, 19, 20, 21, 28, 29, and 34, Township 2 South, Range 79 West of the 6th P.M.

c. Adjudication Date: October 12, 1955

d. Appropriation Date: August 1, 1935

e. Case No.: 2782, 5016, and 5017

f. Court: United States District Court, District of Colorado

g. Decreed Amount: 154,645 acre feet

h. Decreed Uses: in accordance with paragraph 5(a), (b), and (c) of the section entitled "Manner of Operation of Project Facilities and Auxiliary Facilities" in Senate Document 80.

i. District Interest: The District holds Contract No. 8-07-60-W0727 with the United States Bureau of Reclamation. This contract entitles the District to delivery of 1000 acre-feet of water annually from the marketable yield of Green Mountain Reservoir, subject to the terms and conditions of the contracts between the District and Bureau of Reclamation.

3. Information from previous decrees for Troy Ditch and Edith Ditch rights:

STRUCTURE	PRIORITY	CASE NO.	ADJ. DATE	APP. DATE	DECREED AMOUNT (CFS)	USE (4)	AMOUNT SOLD, TRANSFERRED OR RESERVED					AMOUNT REMAINING FOR BWCD [10]	
							(5)	(6)	(7)	(8)	(9)	CFS	AF
Troy Ditch	370	3082	08/25/1936	05/01/1906	5.10	I	0.000	0.000	0.095	0.064	0.035	4.906	N/A
Troy Ditch 1st Enlg	427	3082	08/25/1936	05/01/1928	10.80	I	0.000	0.000	0.200	0.134	0.073	10.393	N/A
Troy Ditch 2nd Enlg	669	4613	06/20/1958	06/01/1942	6.20	I	0.000	0.000	0.115	0.077	0.042	5.966	N/A
Edith Ditch	353	3082	08/25/1936	05/01/1904	2.72	I	0.110	0.1320	0.050	0.000	0.018	2.410	N/A
Edith Ditch 1st Enlg	673	4613	06/20/1958	07/01/1946	3.23	I	0.000	0.000	0.060	0.000	0.022	3.148	N/A
Troy Ditch Water System a.k.a. Lower Headgate	(2)	W-2281			15.50[3]	I, D, M, C, P	0.110	0.1320	0.520	0.275	0.190	14.273	412.89

(1) Originally diverted from Miller Creek. All others originally diverted from Frying Pan River.
(2) Alternate point for all priorities of Troy and Edith Ditches.
(3) Combined amount limited to 15.5 cfs and 453 AF of consumptive use, 300 AF of which can be stored.
(4) I = Irrigation, D = Domestic, M = Municipal, C = Industrial and P = Piscatorial.
(5) Transferred to Edith Ditch Well in Case No. 80CW1 with 1.0 AF.
(6) Transferred to three springs on Cap K Ranch in Case No. 82CW189 (1.29 AF assumed to be included).
(7) Deeded to George Yates with 15.4 AF in 1983. 0.2 cfs and 10.60 cfs was included in Case No. 82CW357 for Ruedi South Shores plan for augmentation.
(8) Deeded to Joan Wheeler in 1987 for diversion at the Troy Ditch 1st and 2nd Enlargement (16.9 AF assumed to be included).
(9) Reserved for augmentation of Cap K Ponds with 5.52 AF. Case No. 91CW220.
(10) A total of 40.11 AF of the original 453.00 AF has been sold or transferred.

In Case No. W-2281, Division 5, the Court decreed that 453 acre feet of annual consumptive-use credits were available to these ditches, and that 300 acre feet could be stored in an unnamed reservoir. Applicant owns 412.89 acre feet of the 453 acre feet, and makes the water rights available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court. This Court changed the use of the 412.89 AF to include augmentation and exchange in Case Nos. 98CW26 and 98CW89 (Consolidated).

The Troy and Edith augmentation water can be delivered to the Frying Pan, Roaring Fork or Colorado rivers by bypassing water at the headgate on the Frying Pan River.

4. Information from previous decrees for Robinson Ditch rights:

STRUCTURE	DECREED AMOUNT/ cfs	AMOUNT OWNED BY BWCD (cfs)[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[2]
ROBINSON DITCH	5.00	1.21	05/11/1889	06/15/1882	38	132
ROBINSON DITCH	2.50	0.60	05/11/1889	04/15/1886	140	132
ROBINSON DITCH	2.00	0.48	05/11/1889	11/15/1886	167	132
ROBINSON DITCH	10.70	2.59	12/29/1903	04/25/1899	212C	1061
ROBINSON DITCH	20.06	4.85	08/25/1936	04/25/1900	326	3082

(1) The BWCD owns 441 shares of Class 1 stock issued by the Robinson Ditch Company. The said 441 shares equal 24.16% of the total shares and are associated with 9.73 cfs of the 40.26 cfs decreed to the Robinson Ditch.
(2) District Court in and for Garfield County

a. Legal Description: The point of diversion, as decreed, is located on the North bank of the Roaring Fork River one-half mile below the mouth of Sopris Creek in Section 11, T. 8 S., R. 87 West, 6th P.M.

b. Historical Use: Irrigation of approximately 137.2 acres of hay and pasture under BWCD's interest in the Robinson Ditch water rights. In Case No. 93CW319, the Court decreed that 360 acre feet of annual consumptive-use credits are associated with said irrigation. In that case, the Court also decreed a change of use of BWCD's Robinson Ditch rights to include augmentation. BWCD makes the credits available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court. BWCD applies the credits principally to the augmentation of Blue Creek and the Roaring Fork River.

5. Information from previous decrees for Favre Domestic Pipeline:

STRUCTURE	AMOUNT[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[1]
FAVRE DOM. PL. SP. NO. 1	0.50	06/20/1958	08/11/1937	649	4613
FAVRE DOM. PL. SP. NO. 2	0.50	06/20/1958	04/15/1912	666	4613

(1) Amount: Each spring is decreed for 0.50 cfs, but the use of both has a combined limit of 0.50 cfs. District Court in and for Garfield County

a. Legal Description:

(1) Favre Domestic Pipeline - Spring No. 1: Located at a point whence the E1/4 corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 34E26' East, 890.9 feet.

(2) Favre Domestic Pipeline - Spring No. 2: Located at a point whence the E1/4 corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 37E24' East 721.4 feet.

b. Source: Blue Creek, which is tributary to Roaring Fork River

c. Decreed Use: Domestic and augmentation

d. Historical Use: BWCD owns the Favre Domestic Pipeline rights. The springs historically provided a majority of the domestic water supply for El Jebel, a community of 364 EQRs, consisting of 291 single-family residential units, irrigation of 12.5 acres of lawn and landscape, and commercial development. In Case No. 93CW319, the Court decreed that 142.82 acre feet of historical consumptive-use credits were available to Blue Creek as a result of such historical use; and that 67.2 acre feet of historical consumptive-use credits were available to the Roaring Fork River as a result of such historical use. In 93CW319, the Court also decreed a change of use of said credits to include augmentation. BWCD makes the credits available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court.

C. Statement of Plan for Augmentation, Including Appropriative Right of Exchange:

1. The District requests approval of a plan for augmentation, including exchange, to augment out-of-priority depletions by the Basalt Conduit and the Landis Canal water rights, when diverted at authorized alternate points of diversion within Area A of the District (*see* Exhibits 1 - 4 hereto, and the map that will be filed in the Court's records in this case for review, or that may be obtained upon request from Applicant's counsel).

2. The depletions associated with the diversions at the authorized alternate points of diversion will be calculated using engineering assumptions consistent with the District's prior augmentation decrees in Case Nos. 87CW155, 93CW319 and

98CW29 and 98CW89 (Consolidated). A summary of the assumptions to be used in the water requirements calculations is set forth below in Exhibit 5 hereto, which is incorporated herein by this reference.

3. The District will account for delayed depletions with respect to any wells that will be authorized for diversion under this plan for augmentation. The depletions will be determined according to the categories established by decree in Case No. 87CW155. Descriptions of the delayed depletions categories and the monthly distribution of delayed depletions (expressed as a ratio to total annual depletions), as decreed in Case No. 87CW155, are Exhibits 6 and 7 respectively, and are incorporated herein by this reference. The stream depletions from some wells are expected to be delayed significantly, but the depletions may be expected to reach a steady state. Other wells will be completed in alluvial formations close to the Frying Pan or Roaring Fork rivers and will have little or no delayed impact.

4. Previous studies completed by the District in support of its plans for augmentation in Case Nos. 87CW155 and 93CW319 resulted in a finding that during future dry years (reoccurrence of 1 year in 50 years), the Basalt Conduit and Landis Canal water rights will be out of priority from mid-June through mid-October. A call could also be in effect in April. No calls are expected to be placed upon the Basalt Conduit and Landis Canal (including at the alternate points of diversion applied for herein) during the remainder of the year.

5. Using water use data compiled by the contract allottees, the District will account for the diversions and depletions under the subject plan for augmentation to the Division of Water Resources, as required by the Division Engineer to administer the District's augmentation program. The District will ensure that the total out-of-priority depletions under the subject plan for augmentation and prior decreed plans for augmentation involving the District's water rights will not exceed the replacement water available to the District.

6. The substituted water will be of a quality and quantity so as to meet with requirements for which the water diverted by senior appropriators has normally been used.

7. The District seeks rights of appropriative exchange to the extent that any augmentation replacement is introduced to the river system at a point downstream of the authorized points of diversion to be augmented under this plan. During periods when the District's Basalt Conduit and Landis Canal water rights are out of priority, an appropriative exchange will allow District contractees to continue diversion at their respective points of diversion. The District will augment its

contractees' out-of-priority depletions with consumptive-use credits under its Troy and Edith Ditch, Robinson Ditch, and Favre Domestic Pipeline water rights, or through releases of water from Ruedi Reservoir or Green Mountain Reservoir under its contracts with the Bureau of Reclamation. The four sub areas of Area A defined above in Section II will each have a unique exchange regime, as more fully described below.

a. Area A-1: There are two exchange reaches. The exchange reach for replacement water supplied under the Troy and Edith Ditch water rights or from Ruedi Reservoir is from the outlet of Ruedi Reservoir up the Fryingpan River and its tributary sources to the upstream boundaries of Area A-1, as more fully described in Section II.D.1, above. The exchange reach for replacement water supplied from Green Mountain Reservoir is from the confluence of the Colorado and Roaring Fork rivers up the Roaring Fork and Fryingpan rivers to the upstream boundaries of Area A-1 as more fully described in Section II.D.1, above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by District contractees within Area A-1. The amount of the exchange is 0.5 c.f.s. conditional for the entire Area A-1, and not to exceed 0.25 c.f.s within any one tributary located within Area A-1. The date of appropriation for these exchanges is November 9, 1998, the date of the District's contract with the United States Bureau of Reclamation for Green Mountain Reservoir releases. The adjudication date claimed for these appropriative exchanges is December 31, 2002, per C.R.S. § 37-92-306.

b. Area A-2: There are two exchange reaches. The exchange reach for replacement water supplied under the Troy and Edith Ditch, Robinson Ditch, and Favre Domestic Pipeline water rights, or from Ruedi Reservoir, extends from the confluence of the Fryingpan and Roaring Fork rivers to the upstream boundaries of Area A-2, as more fully described in Section II.D.2, above. The exchange reach for replacement water supplied from Green Mountain Reservoir extends from the confluence of the Colorado and Roaring Fork rivers up the Roaring Fork and Fryingpan rivers to the upstream boundaries of Area A-2, as more fully described in Section II.D.2, above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by District contractees within Area A-2. The amount of the exchanges is 1.0 c.f.s. conditional for the entire Area A-2, and not to exceed 0.5 c.f.s within any one tributary located within Area A-2. This amount does not include the amount of the appropriative exchange for Area A-1, which is upstream of, and tributary to, Area A-2. The date of appropriation for these exchanges is November 9, 1998, the date of the

District's contract with the United States Bureau of Reclamation for Green Mountain Reservoir releases. The adjudication date claimed for these appropriative exchanges is December 31, 2002, per C.R.S. § 37-92-306.

c. Area A-3: There are two exchange reaches. The exchange reach for replacement water supplied under the Troy and Edith Ditch water rights or from Ruedi Reservoir is from the confluence of the Fryingpan and Roaring Fork rivers up the Roaring Fork River and its tributary sources to the upstream boundaries of Area A-3, as more fully described in Section II.D.3, above. The exchange reach for replacement water supplied from Green Mountain Reservoir is from the confluence of the Colorado and Roaring Fork rivers up the Roaring Fork River and its tributary sources to the upstream boundaries of Area A-3, as more fully described above in Section II.D.3, above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by District contractees within Area A-3. The amount of the exchange is 2.25 c.f.s. conditional for the entire Area A-3, and not to exceed 0.5 c.f.s within any one tributary located within Area A-3. The date of appropriation for these exchanges is July 2, 2001, as claimed in pending Case No. 01CW305. The adjudication date claimed for these appropriative exchanges is December 31, 2002, per C.R.S. § 37-92-306.

d. Area A-4: There are two exchange reaches. The exchange reach for replacement water supplied under the Troy and Edith Ditch water rights or from Ruedi Reservoir is from the confluence of the Fryingpan and Roaring Fork rivers down the Roaring Fork River to the downstream boundaries of Area A-4, and up its tributary sources to the upstream boundaries of Area A-4, as more fully described in Section II.D.4, above. The exchange reach for replacement water supplied from Green Mountain Reservoir is from the confluence of the Colorado and Roaring Fork rivers up the Roaring Fork River and its tributary sources to the upstream boundaries of Area A-4, as more fully described in Section II.D.4, above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by District contractees within Area A-4. The amount of the exchange is 3.75 c.f.s. for the entire Area A-4, and not to exceed 1.0 c.f.s within any one tributary located within Area A-4. This amount does not include the amount of the appropriative exchanges for Areas A-1, A-2 and A-3, all of which are upstream of, and tributary to, Area A-4. The date of appropriation for these exchanges is July 2, 2001, as claimed in pending Case No. 01CW305. The adjudication date claimed for these appropriative exchanges is December 31, 2002, per C.R.S. § 37-92-306.

8. Nothing herein is intended to restrict or limit operation of the Basalt Conduit and Landis Canal water rights under the priority originally adjudicated in C.A. 4613.

9. An appropriate transit loss for Ruedi Reservoir releases and Green Mountain Reservoir releases will be determined and assessed.

IV. NAMES AND ADDRESSES OF OWNERS OR REPUTED OWNERS OF LAND UPON WHICH AUGMENTATION STRUCTURES ARE LOCATED:

A. Ruedi Reservoir and Green Mountain Reservoir: United States Department of Interior, Bureau of Reclamation, Eastern Colorado Area Office, 11056 West County Road 18E, Loveland, CO 80537-9711.

B. Troy & Edith Ditch: the ditch structure was inundated by the construction of Ruedi Reservoir. The District is the sole owner of the 412.89 feet of consumptive-use credits associated with the ditch, as quantified in Case No. W-2281.

C. Robinson Ditch: Robinson Ditch Company, c/o Wayne Ives, Secretary, P.O. Box 309, Carbondale, CO 81623; and c/o Kevin Tucker, 19001 Highway 82 Unit D, Carbondale, CO 81623. The Robinson Ditch Company owns the easement for the ditch. The easement will not be expanded as a result of this case.

D. Favre Domestic Pipeline: The original point of diversion is located upon lands owned by Crawford Properties, LLC, whose address is 60 El Jebel Rd., Unit #105, El Jebel, CO 81623.

WHEREFORE, the District prays for a decree which:

A. Finds that the District's plan for augmentation and the use of the Basalt Conduit and Landis Canal as described herein constitute use in the same general location, for the same purposes, and in the same general quantities as was originally contemplated in the decree for the Basalt Project in C.A. 4613;

B. Finds that implementation of the subject plan for augmentation, including exchanges, and alternate points of diversion described herein will not injure any vested or decreed conditional water rights, and thus may be approved by the Court;

C. Grants and approves the change of water rights in and to the Basalt Conduit and Landis Canal herein described;

D. Grants and approves the plan for augmentation, including confirmation of the appropriative exchanges, herein described;

E. Specifically authorizes the construction and operation of authorized points of diversion under the subject changes of water rights and plan for augmentation, including exchanges, as may be approved pursuant any implementation procedures to be established in the Decree entered herein;

F. Orders the State Engineer in the discharge of his responsibilities under C.R.S. §§ 37-90-137 and 37-92-305(6)(a) & (8) to recognize the existence and operation of this plan for augmentation, including exchanges, and to issue well permits for the authorized wells under this plan; and

G. Grants such other relief as this Court deems just and proper.

Respectfully submitted this 30th day of December, 2004.

BALCOMB & GREEN, P.C.

By _____
David C. Hallford, #10510
Christopher L. Geiger, #32333
Attorneys for Applicant Basalt Water Conservancy District

VERIFICATION

STATE OF COLORADO }
} ss.
COUNTY OF GARFIELD }

I, Scott Fifer of Resource Engineering, Inc., being first duly sworn, upon oath, depose and say that I have read the foregoing, know the contents thereof, and that the same are true to the best of my information, knowledge, and belief.

Scott Fifer
Hydrologist for the Basalt
Water Conservancy District

Subscribed under oath before me on December 30, 2004.

My commission expires: 06/28/2008.

Notary Public

NOTARY PUBLIC
ELODY M.
MORRIS
STATE OF COLORADO

SUB AREA A-1
General Legal Description

EFILED Document
CO Garfield County District Court 9th JD
Filing Date: Dec 30 2004 1:41PM MST
Filing ID: 4864747
Review Clerk: Kathy Hall

The following sections or portions of sections, arranged by Township and Range, include portions of Area A-1:

1. T. 7 S., R. 84 W., 6th P.M.: Sec. 26: W1/2; Sec. 27; Sec. 28: E1/2; SW1/4; Sec. 37; Sec. 32: E1/2E1/2; Sec. 33: W1/2W1/2; Sec. 33:E1/2E1/2; Sec. 34; Sec. 35.

2. T.8S., R. 84 W., 6th P.M.: Sec. 2 through 11; Sec. 13 through 17; Sec. 18: NE1/4; Sec. 21: N1/2; Sec. 22 through 26; Sec. 27: N1/2; Sec. 35; Sec. 36.

3. T.9S., R. 84 W., 6th P.M.: Sec 1; Sec. 2: E1/2

4. T.7 S., R. 83 W., 6th P.M.: Sec. 9: S1/2S1/2; Sec. 10; Sec. 11; Sec. 12: S1/2; Sec. 13 through 16; Sec. 17 SE1/4; Sec. 19: SE1/4NE1/4; NE1/4SE1/4; Sec. 20 through 29; Sec. 31: E1/2;SW1/4; Sec. 32 through 35; Sec. 36: W1/2.

5. T.8 S., R. 83 W., 6th P.M.: Sec. 2: N1/2; Sec. 3 through 9; Sec. 10: W1/2W1/2; NE1/4; Sec. 16: N1/2; SW1/4; Sec. 17 through 20; Sec. 28: W1/2W1/2; Sec. 29 through 31; Sec. 32: W1/2.

6. T.9 S., R. 83 W., 6th P.M.: Sec. 5; Sec. 6; Sec. 7: NE1/4.

EXHIBIT 1

SUB AREA A-2
General Legal Description

The following sections or portions of sections, arranged by township and range, include portions of Area A-2:

1. T. 7 S., R. 86 W., 6th P.M.: Sec. 24: S1/2; NW1/4; Sec. 25; Sec. 24: E1/2; Sec. 28: SW1/4SW1/4; Sec. 29: SE1/4SE1/4; Sec. 32: SE1/4SE1/4; Sec. 33: W1/2;SE1/4; Sec. 33; Sec. 35: E1/2;SE1/4SW1/4; Sec. 36.

2. T. 8 S., R. 86 W., 6th P.M.: Sec. 1; Sec. 2; Sec. 3: S1/2;NW1/4; Sec. 4; Sec. 5: S1/2; Sec. 7 through 11: E1/2E1/2.

3. T. 7 S., R. 85 W., 6th P.M.: Sec. 30: SW1/4; Sec. 31: W1/2; Sec. 33: SE1/4SE1/4; Sec. 35: SE1/4; Sec. 36: SW1/4SW1/4; SE1/4SE1/4.

4. T. 8 S., R. 85 W., 6th P.M.: Sec. 1; Sec. 2; Sec. 3: SE1/4;SW1/4; Sec. 4: E1/2;SW1/4; Sec. 5: W1/2;SE1/4;SE1/4; Sec. 6: SE1/4SE1/4;W1/2; Sec. 7: NE1/4NE1/4;NW1/4NW1/4; Sec. 8; Sec. 9: W1/2;NE1/4; Sec. 10 through 15; Sec. 16: W1/2; Sec. 17: N1/2; Sec. 22: NE1/4; Sec. 23: N1/2; Sec. 24; Sec. 25: NE1/4.

5. T. 8 S., R. 84 W., 6th P.M.: Sec. 18: W1/2; Sec. 19; Sec. 20: S1/2; Sec. 27: S1/2; Sec. 28; Sec. 29: N1/2;SE1/4; Sec. 30: N1/2; Sec. 32: E1/2E1/2; Sec. 33; Sec. 34; Sec. 35: W1/2.

6. T. 9 S., R. 84 W. 6th P.M.: Sec. 3; Sec. 4: E1/2;NE1/4NW1/4; Sec. 9: NE1/4; Sec. 10 through 12.

EXHIBIT 2

SUB AREA A-3
General Legal Description

The following sections or portions of sections, arranged by township and range, include portions of Area A-3:

1. T. 8 S., R. 86 W., 6th P.M.: Sec. 11: SE1/4; Sec. 13; Sec. 14; Sec. 15: S1/2; SW1/4 NW1/4; Sec. 16; Sec. 17; Sec. 18: E1/2; Sec. 19: N1/2; NE1/4 SE1/4; Sec. 21 through 26; Sec. 27: N1/2; Sec. 28: N1/2; Sec. 29: NE1/4 NE1/4; Sec. 35: NE1/4; Sec. 36: N1/2; SE1/4.

2. T. 9 s., R. 86 W., 6th P.M.: Sec. 1: Sec. 12: NE1/4.

3. T. 8 S., R. 85 W., 6th P.M.: Sec. 31; Sec. 32: SW1/4 SW1/4.

4. T. 9 S., R. 85 W., 6th P.M.: Sec. 3: W1/2; Sec. 4: SE1/4; Sec. 5: W1/2; Sec. 6; Sec. 7: N1/2; SE1/4; Sec. 8; Sec. 9; Sec. 10: NW1/4 NW1/4; Sec. 16; Sec. 17; Sec. 18: NE1/4; SE1/4 SE1/4; Sec. 19: E1/2; Sec. 20; Sec. 21: NW1/4 NW1/4; NE1/4 NE1/4; Sec. 22: W1/2 W1/2; Sec. 26: S1/2 S1/2; Sec. 27; Sec. 28: E1/2 E1/2; Sec. 33: NE1/4 NE1/4; SW1/4 SW1/4; Sec. 34; Sec. 35; Sec. 36: NW1/4.

5. T. 10 S., R. 85 W., 6th P.M.: Sec. 2: NW1/4; Sec. 3; Sec. 4: E1/2; Sec. 9: NE1/4 NE1/4; Sec. 10: N1/2; SW1/4.

EXHIBIT 3

SUB AREA A-4
General Legal Description

The following sections or portions of sections, arranged by township and range, include portions of Area A-4:

1. T. 6 S., R 89 W., 6th P.M.: Sec. 1: S1/2; Sec. 2; Sec. 3: E1/2; SW1/4; Sec. 9; Sec. 10 through 15; Sec. 16: E1/2; SE1/4 SW1/4; Sec. 21: NE1/4 NE1/4; NW1/4; Sec. 22 through 27; Sec. 34: NE1/4 NE1/4; SE1/4 SE1/4; Sec. 35; Sec. 36.

2. T. 7 S., R. 89 W., 6th P.M.: Sec. 1: E1/2; NE1/4 NW1/4; Sec. 12: E1/2 E1/2.

3. T. 6 S., R. 89 W., 6th P.M.: Sec. 7: SW1/4; Sec. 17: SW1/4; Sec. 18; Sec. 19; Sec. 20: W1/2; SE1/4 SE1/4; Sec. 21: S1/2; SE1/4 NE1/4; Sec. 22; Sec. 23: W1/2 W1/2; Sec. 27 through 33; Sec. 34: W1/2.

4. T. 7 S., R. 88 W., 6th P.M.: Sec. 3: N1/2; SW1/4; Sec. 4; Sec. 5; Sec. 6; Sec. 7; Sec. 8: W1/2; NW1/4 NE1/4; Sec. 17: W1/2; Sec. 18: Sec. 19: NE1/4 NE1/4; Sec. 20; Sec. 21: S1/2; S1/2 N1/2; Sec. 22: S1/2; S1/2 N1/2; Sec. 23: SW1/4; Sec. 25; Sec. 26: W1/2; Sec. 27; Sec. 28; Sec. 29: N1/2; SW1/4; Sec. 30; Sec. 31: N1/2; Sec. 32: NW1/4 NW1/4; Sec 33: NW1/4; Sec. 34 through 36.

5. T. 7 S., R. 87 W., 6th P.M.: Sec 20: SE1/4; Sec. 21: SW1/4; Sec. 22: SW1/4; SW1/4 SE1/4; Sec. 25: SE1/4; SW1/4 SW1/4; Sec. 27; Sec. 28; Sec. 29: S1/2; NE1/4; Sec. 30: S1/2; Sec. 31 through 34; Sec. 35: S1/2; NW1/4; Sec. 36.

6. T. 8 S., R. 87 W., 6th P.M.: Sec. 1 through 5; Sec. 6: N1/2; Sec. 8: E1/2; Sec. 9 through 12; Sec. 13: N1/2; Sec. 14 through 16; Sec. 17: E1/2; NE1/4 NW1/4; Sec. 20: NE1/4 NE1/4; Sec. 21.

7. T. 8 S., R. 87 W., 6th P.M.: Sec. 6: NW1/4 NW1/4; SW1/4; Sec. 7; Sec. 18.

EXHIBIT 4

EXHIBIT 5

The water requirements for the subject allotment contracts will be calculated on an individual basis using case specific information and general water use assumptions. The assumptions to be used in the water requirement calculations are as follows:

DOMESTIC IN-HOUSE USE

A. Single family - 3.5 persons @ 100 GPCD (gallons/capita/day)
B. Apartments and mobil homes - 0.75 EQR/Unit

Most of the in-house water will return to the stream system following wastewater treatment. The consumptive use expressed as a percent of diversion is assumed to be as follows:

Central treatment system:	5.0 percent
Septic tank/leachfield system:	15.0 percent
Evaporative system:	100.00 percent

IRRIGATION WATER USE

Irrigation water requirements and consumptive use will be estimated using the Blaney-Criddle method as identified by the SCS in Technical Release No. 21 (1970). This method uses monthly temperatures and duration of daylight hours to estimate consumptive use. The necessary climatological data is obtained from the Glenwood Springs and Aspen Weather stations.

Relationships between elevation, precipitation and temperature have been defined for the Roaring Fork valley. Because of the generally high elevation of the valley, the Blaney-Criddle monthly consumptive use crop coefficients are adjusted as recommended in the USDA Agricultural Research Services report "Water Use by Native Grasses in High Altitude Colorado Meadows."

Once the crop and/or lawn consumptive use are determined, total diversion requirements will be calculated based upon expected application rates for the different irrigation methods. The application rate for sprinkler irrigation is assumed to be 1.25 times the C.U. rate (80% efficient) and the application rate for flood irrigation is assumed to be 3.33 times the C.U. rate (30% efficient).

LIVESTOCK WATER USE

Livestock requires approximately 11 gallons of water per day per head. This water use is considered 100 percent consumptive.

COMMERCIAL AND OTHER USE

Commercial and other uses will be calculated on an individual basis using specific water use data if available or EQR ratings (e.g., based on type of commercial use and size criteria).

EXHIBIT 6

BASALT WATER CONSERVANCY DISTRICT
WELL CATEGORIES FOR DELAYED STREAM DEPLETIONS

WELL CATEGORY	DESCRIPTION
A	Alluvial wells less than 1000 feet from stream T = 100,000 GPD/FT S = 0.20
B	Alluvial wells greater than 2000 feet from stream T = 50,000 GPD/FT S = 0.20
C	Alluvial wells between 1000 feet and 2000 feet from stream T = 100,000 GPD/FT S = 0.20
D	Formation wells between 1000 feet and 3000 feet from stream T = 5000 GPD/FT S = 0.15
E	Formation wells greater than 3000 feet from stream T = 5000 GPD/FT S = 0.10
F	Formation wells less than 1000 feet from stream T = 5000 GPD/FT S = 0.10

98cw026,089.033.wpd

EXHIBIT 7

BASALT WATER CONSERVANCY DISTRICT
AUGMENTATION PLAN - CASE NO. 87CW155
MONTHLY DEPLETION AND DELAYED RETURN FLOW FACTORS

MONTH	WELL GROUP						
	A	B	C	D	E	F1	F2
NOV	0.058	0.089	0.072	0.087	0.082	0.086	0.068
DEC	0.057	0.086	0.063	0.088	0.083	0.082	0.068
JAN	0.057	0.082	0.059	0.085	0.083	0.079	0.068
FEB	0.057	0.080	0.057	0.084	0.084	0.077	0.068
MAR	0.057	0.077	0.056	0.083	0.084	0.075	0.068
APR	0.062	0.076	0.061	0.082	0.084	0.074	0.072
MAY	0.108	0.076	0.085	0.081	0.084	0.076	0.089
JUN	0.134	0.080	0.112	0.080	0.084	0.082	0.109
JUL	0.132	0.085	0.123	0.081	0.083	0.090	0.116
AUG	0.108	0.089	0.116	0.081	0.083	0.094	0.106
SEP	0.100	0.090	0.106	0.083	0.083	0.094	0.092
OCT	0.070	0.090	0.090	0.085	0.083	0.091	0.076
TOTAL	1.000	1.000	1.000	1.000	1.000	1.000	1.000

EXHIBIT 15-A6

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO Garfield County Courthouse 109 8th Street, Suite 104 Glenwood Springs, CO 81601 (970) 945-3862	▲ COURT USE ONLY ▲
Applicant: Basalt Water Conservancy District, in SUMMIT, GARFIELD, EAGLE and PITKIN Counties, Colorado	Case Number: 02CW078 Water Division No. 5

FINDINGS OF FACT, RULING OF REFEREE, AND JUDGMENT AND DECREE OF WATER COURT

This matter came before the Court upon the Application of Basalt Water Conservancy District to amend plans for augmentation, including exchange.

The Water Judge referred the Application to the undersigned as Water Referee for Water Division No. 5, State of Colorado, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as the Water Rights Determination and Administration Act of 1969.

The undersigned Referee has made such investigations as are necessary to determine whether or not the statements in the Application are true, has become fully advised with respect to the subject matter of the Application and has consulted with the Division Engineer for Water Division No. 5. The Referee hereby makes the following determination and ruling as the Referee in this matter.

I. FINDINGS OF FACT

GENERAL CASE INFORMATION

1. The "Applicant" is the Basalt Water Conservancy District ("BWCD" or "District"). Applicant's address is Basalt Water Conservancy District, c/o Barbara Mick, Secretary, P.O. Drawer 974, Glenwood Springs, CO 81602. The Applicant is represented in this matter by David C. Hallford and Christopher L. Geiger, Balcomb & Green, P.C., P.O. Drawer 790, Glenwood Springs, CO 81602, (970) 945-6546.

The Basalt Water Conservancy District was formed under the Water Conservancy Act of the State of Colorado on April 24, 1964. *See* Colo. Rev. Stat. § 37-45-101 *et seq.* The District's purpose was and is to conserve, develop and stabilize supplies of water for domestic, irrigation, manufacturing, and other beneficial uses within those parts of Eagle, Garfield, and Pitkin counties included within its boundaries. The District is divided into seven divisions from which are appointed a total of eight directors who constitute the District's Board of Directors.

The District holds various water rights decrees as a result of adjudications in connection with the Basalt Project. The principle feature of the Basalt Project is Ruedi Reservoir constructed by the United States Bureau of Reclamation on the Frying Pan River above Basalt, Colorado. The District holds contracts for storage rights in Ruedi Reservoir as well as direct flow rights which it uses to secure dependable water supplies for water users within the District's boundaries. The District uses its direct flow rights and storage rights in Ruedi Reservoir to provide year-round water right protection to its constituents. In most cases, those contracting with the District obtain their physical water supply from ground water wells or springs located in the Roaring Fork and Fryingpan River basins. The otherwise junior water rights of the District contractees are protected by having the point of diversion of the junior water right designated as an alternate point of diversion for a portion of the District's more senior direct flow water rights. To the extent that the District's senior direct flow rights are inadequate to

provide for the water users year-round needs, releases from reservoir storage are used to provide the water required by holders of downstream senior water rights.

The District enters into contracts with individual users on an ongoing basis. The contracts are organized into two geographic categories, either Area A or Area B. Area A encompasses those regions that are located near the Fryingpan or Roaring Fork Rivers, or on tributary creeks, where use of the District's water rights for diversion at an alternate point or through augmentation is sufficient to satisfy the requirements of all senior downstream water rights. Area B encompasses those locations where intervening senior water rights exist between the point of diversion of the District contractee and the point at which the District water is made available for use by the contractee.

The District has historically operated a temporary augmentation plan, pursuant to the State engineer's approval of a temporary substitute water supply plan, for qualifying Area A contractees pending this Court's approval of final augmentation plans approving those contractees' diversions. In contract, Area B contractees must obtain an individual plan for augmentation approved by the water court in order to benefit from the District's water rights; the District does not operate a temporary augmentation plan or substitute water supply plan for Area B contractees.

2. The District filed an Application to amend plans for augmentation, including exchange, on March 29, 2002. The District filed an Amended Application on December 23, 2002 for the sole purpose of identifying its contractees whose depletions may be augmented by this amendment to the augmentation plans decreed in 87CW155, 93CW319, and 98CW26 and 98CW89 (Consolidated), in compliance with C.R.S. § 37-92-302(3)(c)(I).

3. The Application was properly published in the resume for Water Division No. 5. The Court found that publication of a resume notice of the Amended Application was not required. All notices required by law have been made, and the Court has jurisdiction over the Application and over all of the parties in this case.

4. City of Colorado Springs, Southeastern Colorado Water Conservancy District, and Colorado Water Conservation Board filed timely Statements of Opposition to the Application. No other statements of opposition were filed, and the time for filing such statements has expired. The said Objectors have consented to entry of this decree, as is evidenced by the stipulations with the Applicant on file with the Court.

5. Background: As discussed above, the District operates a temporary augmentation program for qualifying Area A contractees, whereby the District makes augmentation water available to augment its contractees' depletions. Most of the depletions occur as a result of diversions under the District's Basalt Conduit and Landis Canal water rights which have been approved for alternate points of diversion at contractees' springs, wells or other diversion structures. In three prior cases, the District adjudicated group augmentation plans involving hundreds of Area A contractees' diversion points. These group augmentation plans were decreed in Case Nos. 87CW155, 93CW319, and 98CW26 and 98CW89 (Consolidated), and will be referred to as the "subject augmentation plans" herein. The subject augmentation plans decreed Ruedi Reservoir, Troy & Edith Ditch, Robinson Ditch, and the Favre Domestic Pipeline, all as more particularly described in the Decrees as sources for replacement water for the subject augmentation plans.

In 1998, and after the filing of the applications for the subject augmentation plans, the District entered water service contract #8-07-60-W0727 with the United States Bureau of Reclamation for 1,000 acre feet of storage in, and water service, from Green Mountain Reservoir. The purpose of this Application in 02CW078 is to amend the subject augmentation plans by adding Green Mountain Reservoir as a source of replacement water for augmentation of the points of diversion and the depletions described in the subject augmentation plans. Green Mountain Reservoir releases may be made in lieu of or in addition to the augmentation sources described in the subject augmentation plans, at such times that exchange potential is available to utilize Green Mountain Reservoir releases for this purpose. The amendment to the subject augmentation plans and the related exchange involving Green Mountain Reservoir releases are more particularly described below.

BACKGROUND INFORMATION FOR THE SUBJECT AUGMENTATION PLANS

1. The subject augmentation plans relied upon one or a combination of the following augmentation sources:

A. Ruedi Reservoir: Information from previous decrees:

(1) Source: Frying Pan River, tributary of Colorado River

(2) An on-channel reservoir located in Sections 7, 8, 9, 11, and 14 through18, Township 8 South, Range 84 West of the 6th P.M. The reservoir is located in portions of Eagle and Pitkin Counties.

(3) Adjudication Date: June 20, 1958

(4) Appropriation Date: July 29, 1957

(5) Case No.: C.A. 4613
Court: Garfield County District Court

(6) Decreed Amount: 102,369 acre feet (Originally decreed for 140,697.3 acre feet; reduced to 102,369 acre feet in Case No. W-789-76)

(7) Decreed Uses: generation of electric energy, domestic, municipal, piscatorial, industrial, irrigation and stock watering

(8) By decree of the Water Court in Case No. 81CW34, Ruedi Reservoir was decreed a refill right in the amount of 101,280 acre feet, conditional. In Water Court Case No. 95CW95, 44,509 acre feet of the refill right was made absolute.

Troy Ditch and Edith Ditch rights - Information from previous decrees:

STRUCTURE	PRIORITY	COURT CASE NO.	ADJ DATE	APP DATE	DECREED AMOUNT (CFS)	USE (4)	AMOUNT SOLD, TRANSFERRED OR RESERVED					AMOUNT REMAINING	
							(5)	(6)	(7)	(8)	(9)	CFS	AF
Troy Ditch [1]	370	3082	08/25/1936	05/01/1906	5.10	I	0.000	0.000	0.095	0.064	0.035	4.906	N/A
Troy Ditch 1st Enlg	427	3082	08/25/1936	05/01/1928	10.80	I	0.000	0.000	0.200	0.134	0.073	10.393	N/A
Troy Ditch 2nd Enlg	669	4613	06/20/1958	06/01/1942	6.20	I	0.000	0.000	0.115	0.077	0.042	5.966	N/A
Edith Ditch	353	3082	08/25/1936	05/01/1904	2.72	I	0.110	0.1320	0.050	0.000	0.018	2.410	N/A
Edith Ditch 1st Enlg	673	4613	06/20/1958	07/01/1946	3.23	I	0.000	0.000	0.060	0.000	0.022	3.148	N/A
Troy Ditch Water System aka Lower Headgate	(2)	W-2281			15.50[3]	I,D, M C,P	0.110	0.1320	0.520	0.275	0.190	14.273	412.89

(1) Originally diverted from Miller Creek. All others originally diverted from Frying Plan River.
(2) Alternate point for all priorities of Troy and Edith Ditches.
(3) Combined amount limited to 15.5 cfs and 453 AF of consumptive use, 300 AF of which can be stored.
(4) I = Irrigation, D = Domestic, M = Municipal, C = Industrial and P = Piscatorial.
(5) Transferred to Edith Ditch Well in Case No. 80CW1 with 1.0 AF.
(6) Transferred to three springs on Cap K Ranch in Case No. 82CW189 (1.29 AF assumed to be included).
(7) Deeded to George Yates with 15.4 AF in 1983. 0.2 cfs and 10.60 cfs was included in Case No. 82CW357 for Ruedi South Shores augmentation plan.
(8) Deeded to Joan Wheeler in 1987 for diversion at the Troy Ditch 1st and 2nd Enlargement (16.9 AF assumed to be included).
(9) Reserved for augmentation of Cap K Ponds with 5.52 AF. Case No. 91CW220.
(10) A total of 40.11 AF of the original 453.00 AF has been sold or transferred.

In Case No. W-2281, Division 5, the Court decreed that 453 acre feet of annual consumptive-use credits were available to these ditches, and that 300 acre feet could be stored in an unnamed reservoir. Applicant owns 412.89 acre feet of the 453 acre feet, and makes the water rights available to contract allottees for use pursuant to an approved substitute supply plan or decree of Court. This Court changed the use of the 412.89 AF to include augmentation and exchange in Case Nos. 98CW26 and 98CW89 (Consolidated).

The Troy and Edith augmentation water can be delivered to the Frying Pan, Roaring Fork or Colorado Rivers by bypassing water at the headgate on the Frying Pan River.

B. Robinson Ditch rights - Information from previous decrees:

STRUCTURE	DECREED AMOUNT/ cfs	AMOUNT OWNED BY BWCD (cfs)[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[2]
ROBINSON DITCH	5.00	1.21	05/11/1889	06/15/1882	38	132
ROBINSON DITCH	2.50	0.60	05/11/1889	04/15/1886	140	132
ROBINSON DITCH	2.00	0.48	05/11/1889	11/15/1886	167	132
ROBINSON DITCH	10.70	2.59	12/29/1903	04/25/1899	212C	1061
ROBINSON DITCH	20.06	4.85	08/25/1936	04/25/1900	326	3082

(1) The BWCD owns 441 shares of Class 1 stock issued by the Robinson Ditch Company. The said 441 shares equal 24.16% of the total shares and are associated with 9.73 cfs of the 40.26 cfs decreed to the Robinson Ditch.
(2) District Court in and for Garfield County

Legal Description: The point of diversion, as decreed, is located on the North bank of the Roaring Fork River one-half mile below the mouth of Sopris Creek in Section 11, T. 8 S., R. 87 West, 6th P.M.

Historic Use: Irrigation of approximately 137.2 acres of hay and pasture under BWCD's interest in the Robinson Ditch water rights. In Case No. 93CW319, the Court decreed that 360 acre feet of annual consumptive-use credits are associated with said irrigation. In that case, the Court also decreed a change of use of BWCD's Robinson Ditch rights to include augmentation.

C. Information from previous decrees for Favre Domestic Pipeline:

STRUCTURE	AMOUNT[1]	ADJ. DATE	APP. DATE	PRIORITY	CASE NO.[2]
FAVRE DOM. PL. SP. NO. 1	0.50	06/20/1958	08/11/1937	649	4613
FAVRE DOM. PL. SP. NO. 2	0.50	06/20/1958	04/15/1912	666	4613

(1) Amount: Each spring is decreed for 0.50 cfs, but the use of both has a combined limit of 0.50 cfs.
(2) District Court in and for Garfield County

Legal Description:

(i) Favre Domestic Pipeline - Spring No. 1: Located at a point whence the E¼ corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 34º26' East, 890.9 feet.

(ii) Favre Domestic Pipeline - Spring No. 2: Located at a point whence the E¼ corner, Section 34, Township 7 South, Range 87 West, 6th P.M. bears South 37º24' East 721.4 feet.

Source: Blue Creek, which is tributary to Roaring Fork River

Decreed Use: Domestic and augmentation

Historic Use: The District owns the Favre Domestic Pipeline rights spring No. 1 and No. 2. The Favre Domestic Pipeline Springs historically provided a majority of the domestic water supply for El Jebel, a community of 364 EQRs, consisting of 291 single family residential units, irrigation of 12.5 acres of lawn and landscape, and commercial development. In Case No. 93CW319, the Court decreed that 142.82 acre feet of historic consumptive-use credits were available to Blue Creek as a result of cessation such historic use; and that 67.2 acre feet of historic consumptive-use credits were available to the Roaring Fork River as a result of cessation of such historic use. In 93CW319, the Court also decreed a change of use of these consumptive-use credits to include augmentation.

CLAIM FOR AMENDMENT TO PLANS FOR AUGMENTATION, INCLUDING EXCHANGE

6. The District seeks to amend the subject augmentation plans by adding Green Mountain Reservoir as a source of replacement water for augmentation. The information from the previous decree for Green Mountain Reservoir is as follows:

A. Source: Blue River, tributary of Colorado River

B. Located approximately 16 miles Southeast of the Town of Kremmling in Summit County, Colorado, and more particularly in all or parts of Sections 11, 12, 13, 14, 15, and 24 of Township 2 South, Range 80 West, and in Sections 17, 18, 19, 20, 21, 28, 29, and 34, Township 2 South, Range 79 West of the 6th P.M.

C. Adjudication Date: October 12, 1955

D. Appropriation Date: August 1, 1935

E. Case No.: 2782, 5016, and 5017
Court: United States District Court, District of Colorado

F. Decreed Amount: 154,645 acre feet

G. Decreed Uses: in accordance with paragraph 5(a), (b), and (c) of the section entitled "Manner of Operation of Project Facilities and Auxiliary Facilities" in Senate Document 80.

7. The District will use releases from Green Mountain Reservoir in lieu of, in combination with, and/or in addition to the augmentation sources described in the subject augmentation plans. The water rights and points of diversion to be augmented are described more fully in the subject augmentation plans. Green Mountain Reservoir may be used for augmentation only at such times that exchange potential is available to use the releases to augment the wells, springs, and other points of diversions more particularly described in the subject

augmentation plans. Green Mountain Reservoir releases can augment senior calls which occur against the points of diversion authorized under the subject augmentation plans when such calls are located downstream of the confluence of the Roaring Fork and Colorado Rivers. A 10% transit loss for the releases will be assessed.

8. To use Green Mountain Reservoir releases as above described, the District requests the Court's approval of an exchange. The extent of the exchange reach is from the confluence of the Roaring Fork River and the Colorado River (downstream terminus) up to the points of diversion authorized and augmented under the subject plans for augmentation (upstream terminus). The priority date of the exchange is November 9, 1998, which is the date of the District's contract with the Bureau for Green Mountain Reservoir releases. The rate of the exchange under this Decree (to augment the points of diversion and uses decreed in the subject augmentation plans) is 0.68 c.f.s. However, the water rights to be augmented will continue to be administered under their original decreed priority.

9. The purpose of this Application is solely to incorporate Green Mountain Reservoir into the portfolio of augmentation water rights available for use under the subject augmentation plans. In all other respects, the terms, conditions, and provisions of the decrees for the subject augmentation plans will remain in effect and are not amended by this Application. No enlarged use of the augmented water rights will result from entry of a Decree herein.

10. The water to be provided for augmentation, including exchange, is of a quality and quantity so as to meet the requirements for which the water has been used by senior downstream appropriators, and therefore meets the requirements of C.R.S. § 37-92-305(5).

11. A decree approving the subject Application will not result in injury to any vested or decreed conditional water rights.

12. The Water Clerk has provided the Bureau of Reclamation with a copy of the resume notice of the Application at the following address: Bureau of Reclamation, Eastern Colorado Area Office, 11056 West County Road 18E,

Loveland, Colorado 80537-9711. The Bureau is the owner of the lands where Green Mountain Reservoir is located and the water is stored. The Water Clerk has also notified the contractees served by the subject augmentation plans by mailing them a copy of the resume notice; the contractees are identified in Exhibit B to the Amended Application herein. The Court finds that notification of the contractees, as identified in the District's records, is sufficient compliance with the statutory requirement of C.R.S. § 37-92-302(3)(c)(I) for notification of owners or reputed owners of lands where the structures to be augmented are located and where water will be placed to beneficial use under the subject augmentation plans, as amended herein. The Court therefore finds that the District has complied with the requirements of C.R.S. § 37-92-302(3)(c)(I).

TERMS AND CONDITIONS OF STIPULATION

13. The District agrees to incorporate the following terms and conditions into this decree:

a. All terms and conditions from prior stipulations between the District and opposer Southeastern Water Conservancy District in Case No. W-2281 and Case No. 87CW155, District Court, Water Division No. 5, remain in full force and effect.

b. The District acknowledges that the Colorado Water Conservation Board has decrees for the following instream flow water rights that are senior to the appropriative exchange decreed herein:

i. Fryingpan River: Case Nos. 73W1945, 73W1948, 73W1955
ii. Crystal River: Case No. 75W2720
iii. Roaring Fork River; Case Nos. 85CW639, 85CW646
iv. Cattle Creek: Case Nos. 85CW626, 97CW273

At such times as these instream flow rights are unsatisfied below the point where depletions augmented under the decree in this case occur, and when the Colorado Water Conservation Board has placed an administrative call enforcing its priority under these instream flow rights, the District shall, as to

surface diversions augmented under this plan, curtail the depletions or augment them directly with an upstream source decreed in the subject augmentation plans amended by this decree in an amount necessary to satisfy that call, and shall, with respect to non-surface water rights augmented under this plan, augment the depletions directly in time, place and amount with an upstream source decreed in the subject augmentation plans amended by this decree in an amount necessary to satisfy that call.

c. The District agrees with Opposer, City of Colorado Springs that: The Green Mountain Reservoir water utilized in connection with the subject plan for augmentation shall be stored in Green Mountain Reservoir under the priority awarded to the United States of America for said reservoir. However, Applicant agrees that the subject plan for augmentation shall not be administered under the priority date awarded the United States of America for Green Mountain Reservoir, but shall be administered as a decree entered with a filing date of 2002.

Applicant acknowledges that its right to utilize Green Mountain Reservoir water as a source of augmentation water for the rights sought herein is dependent upon the terms of Applicant's existing contract No. 8-07-60-W0727, or other water supply contract obtained by Applicant, with the Bureau of Reclamation and the physical availability of such water for Applicant's benefit. Applicant agrees that to the extent the exercise of the rights sought herein depend upon Green Mountain Reservoir as a source of augmentation water, such rights shall not be exercised should Green Mountain Reservoir water or a substitute supply acceptable to the Division engineer not be available for Applicant's use.

Pursuant to the 1955 Blue River Stipulation entered on October 5, 1955, in consolidated civil cases 2782, 5016 and 5017 in the United States District Court, district of Colorado, Colorado Springs' right to divert certain of its Blue River water rights is subject to the determination by the Secretary of the Interior that Green Mountain Reservoir will fill. Applicant agrees not to oppose any attempts by Colorado Springs to have the Secretary of the Interior credit the amount of water released from Green Mountain Reservoir pursuant to the

subject application against the amount required to fill Green Mountain Reservoir, provided that: a) the amount of water released pursuant to this application that is sought by Colorado Springs to be credited against the Green Mountain Reservoir fill is released after the start-of-fill dated fixed by the Secretary of Interior as required under the 1955 Blue River Stipulation, which date is to be between April 1st and May 15th and is understood to be the date marking the start of fill for the reservoir; and b) the credit sought by Colorado Springs for such releases is for the fill year during which the release is made under this application; and c) Colorado Springs provides Applicant notice of the credit it will seek against the fill calculation for releases from Green Mountain Reservoir under this application.

In addition to the period of retained jurisdiction otherwise provided for in any decree entered in the above-captioned case, Applicant and Colorado Springs agree that the Court shall retain jurisdiction for a period of five years from the date of entry of a decree in the above-captioned case for the purpose of considering whether or not additional terms or condition must be imposed to prevent injury, if any, to Colorado Springs' Blue River water rights if the Secretary of the Interior does not credit the amount of water released from Green Mountain Reservoir for Applicant's use for the fill of Green Mountain Reservoir pursuant to the fill calculation required by the 1955 Blue River Stipulation in Case Nos. 2782, 5016 and 5017, U.S. District Court for the District of Colorado. Only Colorado Springs shall have the right to respond to the decree pursuant to this provision for retained jurisdiction. Said reopening shall only be for the limited purposes herein set forth.

II. CONCLUSIONS OF LAW

The foregoing findings of fact are fully incorporated herein.

1. 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 this matter and over all persons or entities who had standing to appear, even though they did not do so.

2. The Application and Amended Application are 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.

3. The Court has given due consideration to the Division Engineer's Summary of Consultation dated June 5, 2002. *See* C.R.S. §37-92-302(4). A copy of the Summary of Consultation was properly served on all parties to the case.

4. Applicant has fulfilled all legal requirements for a decree for the requested amendment to the subject augmentation plans (including exchange), including C.R.S. §§ 37-92-302 and 37-92-305.

5. Pursuant to C.R.S. § 37-92-305(8), the amendment to the subject augmentation plans, including exchange, 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 (including by exchange) 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 his or her lawful entitlement by the diversions at the points described more particularly in the Decrees for the subject augmentation plans.

6. If operated in accordance with the terms and conditions of this decree, the amendment to plans for augmentation, including exchange, described herein will prevent injury to senior vested or decreed conditional water rights.

7. The subject Application is in accordance with Colorado law. Applicant has fulfilled all legal requirements for entry of a decree in this case.

III. JUDGMENT AND DECREE

1. The foregoing findings of fact and conclusions of law are incorporated herein.

2. The Court hereby decrees and approves the amendment to plans for augmentation, including exchange, described herein. Green Mountain Reservoir is hereby decreed as a source of augmentation water, including by exchange, to serve augmentation requirements under the Decrees in Case Nos. 87CW155,

93CW319, and 98CW26 and 98CW89 (Consolidated), in lieu of, in combination with, or in addition to the augmentation sources described in said Decrees; provided, however, that Green Mountain Reservoir may be used for augmentation only at such times that exchange potential is available, and that such augmentation is otherwise made in accordance with the terms and conditions of this Decree.

3. In consideration of the specific findings and conclusions made herein, and in conformance with C.R.S. § 37-92-304(6) (1990), as amended, the amendment to the subject plans for augmentation to include Green Mountain Reservoir as an augmentation source shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of five years from the date of entry of this decree. If no petition for reconsideration is filed within said three years, retention of jurisdiction for this purpose 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 other water rights, or (b) that any modification sought by the petitioner is not required to avoid injury to other water rights, or (c) that any term or condition proposed by Applicant in response to the petition does avoid injury to other water rights.

4. In conformance with Colo. Rev. Stat. § 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.

5. Review of determinations made by the Division Engineer or the State Engineer in administration of the amendment to plans for augmentation, including exchange, is a "water matter" over which the Water Court has exclusive jurisdiction.

It is accordingly ordered that this ruling of Referee and judgment and decree shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review pursuant to C.R.S. § 37-92-304, as amended.

It is further ordered that a copy of this ruling of Referee and judgment and decree shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Done at the City of Glenwood Springs, Colorado, this ____ day of FEB 18 2005, 200__.

Copy of the foregoing mailed to all Counsel of Record, Water Referee, Div. Engineer and State Engineer Date 3/4/05
TC
Deputy Clerk Water Div. 5
Geiger, C
Miller
Dude
Kowaleski

BY THE REFEREE:

~~Daniel B. Petre,~~ Water Referee
Water Division No. 5
State of Colorado

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Done this 28th day of March, 2005

BY THE COURT:

Hon. ~~F.~~ Peter Craven, Water Judge

E-FILED
5435677
DATE 3/29/05

EXHIBIT 15-A7

United States Department of the Interior

BUREAU OF RECLAMATION
REGIONAL OFFICE, LOWER MISSOURI REGION
BUILDING 20, DENVER FEDERAL CENTER
P.O. BOX 25247
DENVER, COLORADO 80225

IN REPLY
REFER TO: LM-400
832.-

MAY 13 1982

Mr. Floyd Crawford
President
Basalt Water Conservancy District
Village Plaza, Suite 100
Glenwood Springs, CO 81601

Dear Mr. Crawford:

Enclosed for your use is a fully executed duplicate original contract (contract No. 2-07-70-W0546) between the United States and the Basalt Water Conservancy District for furnishing water for municipal, domestic, and other related purposes from Ruedi Reservoir. The terms and conditions of the contract become effective upon execution and shall remain in effect until September 30, 2019, unless terminated sooner in accordance with article 8.

Pursuant to article 4, the district is required to pay a standby charge for the remaining 7 months of calendar year 1982 beginning with June. We will bill the district separately for this amount within a few days. Unless you advise us differently, this and subsequent billings will be sent to:

Mr. Floyd Crawford
President
Basalt Water Conservancy District
Village Plaza, Suite 100
Glenwood Springs, CO 81601

Water delivery may also be made upon payment of the appropriate delivery charge; however, no minimum payment is required for the remainder of calendar year 1982. If you expect to request delivery this year, you are required to provide a written anticipated monthly demand schedule and make payments quarterly based on that schedule and in advance of delivery.

The Project Manager, Fryingpan-Arkansas Project, will have the principal responsibility to administer the provisions of this contract with the district particularly as it relates to water delivery. You may contact him by telephone 544-5277 or by writing to him as follows:

Mr. William A. Fraser
Project Manager
Bureau of Reclamation
Fryingpan-Arkansas Project
P.O. Box 515
Pueblo, CO 81002

We appreciate the cooperation that we have received from you and other representatives of the district during the negotiation of this contract. We look forward to the continuation of this relationship in carrying out the intent and provisions of the contract.

Sincerely yours,

R. E. Morton

Regional Director

Enclosure

CONTRACT NO. 2-07-70-W0546

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Fryingpan-Arkansas Project, Colorado

CONTRACT BETWEEN THE UNITED STATES AND BASALT WATER CONSERVANCY DISTRICT FOR FURNISHING WATER FOR MUNICIPAL, DOMESTIC AND OTHER RELATED PURPOSES FROM RUEDI RESERVOIR

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CONTRACT NO. 2-07-70-W0546

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Fryingpan-Arkansas Project, Colorado

CONTRACT BETWEEN THE UNITED STATES AND BASALT WATER CONSERVANCY DISTRICT FOR FURNISHING WATER FOR MUNICIPAL, DOMESTIC AND OTHER RELATED PURPOSES FROM RUEDI RESERVOIR

THIS CONTRACT, made this 13th day of May, 1982, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 301(b) of the Act of July 3, 1958 (72 Stat. 319), and the Act of August 16, 1962 (76 Stat. 389), collectively known as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and BASALT WATER CONSERVANCY DISTRICT, a corporation of the State of Colorado, with its principal place of business in Carbondale, Colorado, hereinafter referred to as the District.

EXPLANATORY RECITALS

WHEREAS, the following statements are made in explanation:

a. The United States, acting through the Secretary of the Interior, has constructed the Ruedi Reservoir as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial accordance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to operating principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session. Ruedi Reservoir was authorized for two primary

purposes: to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado simultaneous to times of Fryingpan-Arkansas Project diversions to the Arkansas Basin in eastern Colorado; and to furnish regulatory storage capacity and water to users in western Colorado for irrigation, municipal, domestic and industrial uses. Incidental purposes include recreation and conservation of fish and wildlife resources;

b. The capital costs for the construction of Ruedi Reservoir are allocated among the various authorized purposes. The regulatory purpose has been allocated $9,222,000 representing that portion of the capital costs consisting of the initial construction cost plus interest during construction. Pursuant to the provisions of Section 2 of the Act of August 16, 1962, as amended, this amount is reimbursable in not more than 50 years from August 1969 when Ruedi Reservoir was placed in service. In authorizing the construction, operation and maintenance of Ruedi Reservoir as a feature of the Fryingpan-Arkansas Project, it was the intent of Congress that future users of the regulatory capacity repay the capital costs and appropriate share of the operation, maintenance and replacement costs related thereto. Interest charges on the $9,222,000 did not accrue for the 10-year period ending in August 1979 under the provisions of the Water Supply Act of 1958. Interest has accrued since that date. As of September 30, 1981, unpaid capital costs of Ruedi Reservoir allocated to the regulatory purpose were $9,792,000;

c. The District requires 500 acre-feet of water annually for municipal and domestic purposes, including residential, commercial and other municipal related water uses.

d. The District desires to contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for the supply of up to 500 acre-feet of water annually from the regulatory capacity of Ruedi Reservoir for which the District will make payment to the United States upon the basis, at the rates, and pursuant to the conditions hereinafter set forth; and,

e. The United States desires to provide and is capable of providing the required 500 acre-feet of water annually from the regulatory capacity of Ruedi Reservoir.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior (hereinafter the "Secretary") or his duly authorized representative.

b. "Contracting Officer" shall mean the Regional Director, Lower Missouri Region, Bureau of Reclamation. Unless deemed otherwise, the Contracting Officer shall be the Secretary's authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "District" shall mean the Basalt Water Conservancy District, a conservancy district of the State of Colorado, with its principal place of business in Carbondale, Colorado.

e. "Delivery" shall mean the delivery of water into the Fryingpan River at the outlet works of the Ruedi Reservoir pursuant to request made by the District in accordance with the provisions of Article 5.

f. "Standby charge" shall be that annual charge to reserve the right for delivery of up to 500 acre-feet of water per year.

g. "Delivery charge" shall be that annual charge for the amount of water requested for delivery by the District and delivered by the United States into the Fryingpan River at the outlet works of Ruedi Reservoir. For purposes of this contract, the minimum quantities set forth in the attached Schedule A shall be deemed to have been requested for delivery by the District.

h. "Year" shall mean the period beginning on January 1 and ending the following December 31.

i. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit project diversions at times when such diversions could not otherwise be made because of simultaneous demands of senior diversions in western Colorado existing on April 30, 1959, and as further defined in Section 6(a) of the Operating Principles, Fryingpan-Arkansas Project.

j. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes and as further defined in Section 6(b) of the Operating Principles, Fryingpan-Arkansas Project.

k. "Ruedi Reservoir" shall mean the dam, reservoir and related facilities constructed on the Fryingpan River above the town of Basalt as a feature of the Fryingpan-Arkansas Project.

l. "Municipal, domestic and related uses" (hereinafter "municipal") shall mean use of water furnished to municipalities or other entities pursuant to this contract for municipal, domestic and miscellaneous related purposes, as those terms are traditionally and commonly construed, excluding use for industrial and commercial-agricultural purposes.

m. "Industrial uses" shall mean water used for producing or processing a nonagricultural product for sale. For purposes of this definition, the use of less than 100 acre-feet annually by any one user shall be conclusively presumed to be nonindustrial.

n. "Commercial-agricultural uses" shall mean water used primarily in the commercial production of crops and livestock which are the principal sources of income for the user of such water.

o. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including the construction costs of the reservoir plus interest during construction and accrued interest computed at the rate of 3.046 percent and other appropriate costs allocable to the regulatory capacity, including the cost of additions as defined in Article 1r below, as determined in accordance with the regular accounting procedures of the Contracting Officer as of the date of this contract.

p. "Operation and maintenance costs" shall mean and shall be limited solely to those ordinary and necessary expenditures directly incurred to operate and maintain Ruedi Reservoir to the extent and for the purpose for which it was originally authorized and constructed. Operation and maintenance shall not include expenditures required to remedy deficiencies in the original construction.

q. "Replacement costs" shall mean and shall be limited solely to the expenditures required to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity but shall not include expenditures to increase the capacity of Ruedi Reservoir or to extend the purpose for which it was originally authorized and constructed.

r. "Additions" shall mean any new facilities necessary to fulfill the intent and purpose for which Ruedi Reservoir was originally authorized and constructed.

TERM OF THE CONTRACT

2. a. The contract becomes effective on the date of execution and shall remain in effect until September 30, 2019, unless terminated sooner in accordance with the provisions of Article 8.

b. The District shall have the option to renew this contract for an additional term of 40 years upon written request to the Secretary on or before 2 years prior to the expiration of this contract. Renewal of this contract shall be upon the same terms and conditions set forth in Articles 3 and 7 herein with priority to be based on the date that this contract was initially executed; Provided, however, That all other terms and conditions, including the water service charges set forth in Article 4, may be renegotiated by the parties based on Federal Reclamation Laws in effect at that time.

CONTRACTED SERVICE

3. The District hereby contracts for 500 acre-feet of water service annually from Ruedi Reservoir and the United States agrees to provide such water service, subject to the terms and conditions of this contract.

WATER SERVICE CHARGES

4. a. The minimum standby charge will be an annual charge of $6 per acre-foot for the amount of water contracted for herein and which the United States is capable of delivering to the District. The standby charge will become due upon execution of this contract and thereafter payable on or before January 1 of each subsequent year of this contract. The standby charge for the first year, if less than a full contract year, will be prorated on a monthly basis beginning with the first calendar month following the date of this contract. Such prorated standby charge will be due and payable on or before 45 days after the date of this contract. The standby charge represents interest on the reimbursable capital costs plus annual operation, maintenance and replacement charges allocable to the 500 acre-feet of the regulatory capacity contracted for herein.

b. The minimum charge for delivery of water requested by the District shall be $9 per acre-foot. The delivery charge represents the amount required for repayment of the unpaid reimbursable capital costs of Ruedi Reservoir and shall be in addition to the standby charge.

c. Whether or not the District requests delivery pursuant to Article 5, the District is required to take or, failing to take, to pay annually the delivery charge for a minimum quantity of water as set forth in the attached Schedule A, Provided the United States is capable of delivering said water. The charge for the minimum service set forth in Schedule A shall be payable on or before January 1 of each year.

d. The per acre-foot charges set forth in Article 4a and b above may be reviewed and adjusted by the Contracting Officer, after consultation with the District, at 5-year intervals beginning January 1, 1986, based on

Federal fiscal year accounting, except that no adjustment shall be made in the delivery charge or the interest component of the standby charge until January 1, 1991, subject to the following conditions and limitations:

(1) The standby charge may be increased only to reflect increases in the portion of accrued interest on the reimbursable capital costs plus annual operation, maintenance and replacement (OM&R) charges allocable to the 500 acre-feet of the regulatory capacity contracted for herein. Adjustments in the OM&R component shall be based on a projection of expenses for those components in the succeeding 5 Federal fiscal years taking into account the actual expenditures for OM&R during the preceeding 5 Federal fiscal years.

(2) The delivery charge may be increased only to reflect variances in expected amortization of the reimbursable capital costs due to changes in historical or projected water deliveries, capital costs and cost allocations. For the purposes of this article, the amortization period for the regulatory capacity of Ruedi Reservoir will end in the year 2019.

(3) The increase in the per acre-foot standby charge plus the increase in the per acre-foot delivery charge at any 5-year interval may not result in total charges which exceed the maximum amounts set forth as follows:

Year	Maximum Total: Standby + Delivery Charges
1991-1995	$19.50 per acre-foot
1996-2000	$25.35 per acre-foot
2001-2005	$33.00 per acre-foot
2006-2010	$42.80 per acre-foot
2011-2019	$55.00 per acre-foot

(4) The maximum water service charge per acre-foot of water contracted for herein, including both standby and delivery charges, shall not exceed $55 per acre-foot during the term of this contract.

(5) The Contracting Officer will notify the District in writing of any adjustment in the water service charges pursuant to Article 4d at least 60 days prior to the effective date of such adjustment.

e. Payment shall be made quarterly in advance of delivery for quantities in excess of the minimum service payments required by Article 4c. Such payment shall be based on the delivery schedule submitted by the District pursuant to Article 5a. The Contracting Officer will provide the District with a quarterly statement of water delivered and any additional delivery charges due based on said projected schedule, whereupon payment of such additional delivery charges shall be made by the District within 30 days of receipt of such statements. Adjustments in payment for any differences between actual and scheduled deliveries of water will be made during the succeeding quarter. Water service and deliveries under this contract will not be terminated because of the Contracting Officer's failure to bill the District for delivery charges.

f. Until such time as all capital costs are repaid, the United States will apply all revenues for providing water service from the regulatory capacity of Ruedi Reservoir to the payment of operation, maintenance and replacement costs, interest on the unpaid balance of the capital costs, and the capital costs including interest during construction which are allocated to the regulatory capacity.

DELIVERY OF WATER

5. a. Before October 1 of each year, the District will submit a written schedule to the Contracting Officer of its anticipated monthly demand for the delivery of water during the following year. The District shall revise said schedule as necessary to reflect its expected demand schedule based on current water conditions. Notwithstanding the above, the District shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery or a change in the delivery schedule shall be in writing. However, orders which cannot be transmitted in writing due to urgent or emergency situations may be telephoned to the Contracting Officer or a designated representative, whereupon such orders shall be confirmed in writing by the District.

b. The Contracting Officer will timely notify the District and Division No. 5 Engineer, Colorado Division of Water Resources, in Glenwood Springs, Colorado, of the date, time and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. In the event the District fails or is unable to use the quantities of water delivered by the United States pursuant to a request by the District, said inability, failure or refusal shall not relieve the District of the obligation to pay for delivery of such water pursuant to the terms of this contract.

d. The delivery of water under this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir in accordance with the provisions of Article 5a. All delivery of water will be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the

District from Ruedi Reservoir will be measured by the Contracting Officer with equipment furnished, operated and maintained by the United States. The United States will not be responsible for the control, carriage, use, handling or distribution of water delivered to the District beyond the delivery point and the District shall hold the United States harmless from and against all claims, demands and causes of action on account of property damage, personal injury or death resulting from the control, carriage, use, handling or distribution of water delivered to the District, provided such water is delivered in a safe and reasonable manner.

e. The District will not be responsible for the storage of water in or the operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify and hold the District harmless from and against all claims, demands and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. Secs. 2671-2680).

DISTRICT'S USE OF WATER

6. a. Water delivered to the District under this contract will be used either directly, by exchange or through augmentation for municipal purposes within the District.

b. The District may charge its users such rates for municipal services as permitted by Colorado law for water furnished pursuant to this contract.

c. The District shall develop and implement an effective water conservation program for all water delivered under this contract. The District's water conservation program shall contain definite goals,

appropriate water conservation measures and time schedules for meeting water conservation objectives. Said water conservation program shall be in existence prior to the delivery of water under this contract and shall be subject to approval by the Contracting Officer; Provided, however, such approval shall not be unreasonably withheld.

WATER SHORTAGE AND APPORTIONMENT

7. In the operation of Ruedi Reservoir, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water available to the District pursuant to this contract. To this end, the amount of water which the United States will contract to provide for a supply for municipal and industrial water service shall be based on hydrologic conditions that existed in the Colorado River Basin for the 1977 water year as determined by the Contracting Officer. However, should shortages occur, delivery to all contractors for municipal service will first be reduced proportionately as required by the shortage up to 30 percent of their respective contracted amounts. Should further shortages occur, priority will be established based on contract execution dates for all municipal and industrial users with the earliest date having the highest priority. In no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage direct or indirect arising out of such shortage.

TERMINATION OF THE CONTRACT

8. a. This contract may be terminated and water service hereunder cease at the option of the United States upon failure of the District to make payments as required by this contract or to abide by any lawful

notice, order or final administrative or judicial determination that the District has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting water service hereunder which is not inconsistent with any expressed provision herein; Except, That this contract shall not be terminated unless such failure continues 45 days after the United States gives the District written notice of such failure.

b. The District may terminate the contract in whole or in part by either of the following methods:

(1) The District may terminate the contract on December 31 of any year by giving written notice to the Contracting Officer at least 1 year prior to that date.

(2) The District may terminate the contract as of the effective date of any increase in water service charges made pursuant to Article 4d by giving written notice to the Contracting Officer prior to the effective date of any such increase. If the District elects to terminate the contract on the effective date of any such increase in water service charges, the District shall have the option (the "Option") to continue receiving water service pursuant to the terms and conditions of the present contract for a period of 5 years (the "5-year option term") at the water service rates in effect prior to the effective date of the increase in question. The District may exercise the Option by giving written notice to the Contracting Officer prior to the effective date of any proposed increase in the water service charges. In the event the District exercises the Option, the District shall have the further option to renew the present contract at the end of the 5-year option term or on any contract anniversary date during the 5-year option term at the water service rates which would

have been in effect had the District not terminated the contract pursuant to this Article 8b(2); Provided, however, That the District may only exercise such further option (a) by giving 1 year prior notice in writing to the Contracting Officer, and (b) by paying the Contracting Officer within 30 days prior to the renewal date the difference between the total water service charges paid by the District during the 5-year option term or portion thereof and the total water service charges which would have been due from the District during that same period had the District not terminated the contract pursuant to this Article 8b(2), plus interest at the rate stated in Article 12.

c. Any sale of the right to receive water pursuant to this contract other than service charges permitted by Article 6(b) is prohibited. It is the intent of the parties hereto to prohibit such sales; however, should such sales occur, the right to delivery of the quantity of water involved in such sales shall be terminated by the District at the request of the Contracting Officer.

ASSIGNMENT OF THE CONTRACT

9. a. The United States may assign all or part of its interest in this contract provided the assignee has the capability to furnish water service to the District as herein provided and assumes all rights, duties and obligations under this contract.

b. The District may assign all or part of its interests in this contract provided the assignee is capable of fulfilling all of the obligations of the District pursuant to the contract and subject to the Contracting Officer's approval. Agreements between the District and its water users are not considered assignments under this article.

BOOKS, RECORDS AND REPORTS

10. The District shall establish and maintain accounts and other books and records pertaining to its water supply and water use as either relates to this contract. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as he may require; provided, however, in no event shall the District be obligated to furnish such reports more than once every 3 months. In accordance with applicable Federal laws and regulations, each party shall have the right during office hours to examine and make copies of each other's books and records relating to matters covered by this contract.

NOTICES

11. Any notice, demand or request authorized or required by this contract shall be deemed to have been given, on behalf of the District, when mailed postage prepaid, or delivered to the Director, Lower Missouri Region, Bureau of Reclamation, P.O. Box 25247, Denver, Colorado 80225, and on behalf of the United States, when mailed postage prepaid, or delivered to the President, Basalt Water Conservancy District, Village Plaza, Suite 100, Glenwood Springs, Colorado 81601. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

CHARGE FOR LATE PAYMENTS

12. The District shall pay a late payment charge on installments or charges which are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; Provided, That the late payment charge percentage rate will not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment will remain in effect until payment is received or a different rate is published. The late payment rate for a 30-day period will be determined on

the day immediately following the due date and will be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received will first be applied to the late charge on the principal and then to payment of the principal.

TITLE VI, CIVIL RIGHTS ACT OF 1964

13. a. The District agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964, (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

b. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District by the United States, this assurance obligates the District, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the District for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the District for the period during which the Federal financial assistance is extended to it by the United States.

c. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the District by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the District, its successors, transferees, and assignees.

QUALITY OF WATER

14. The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation

to construct or furnish water treatment facilities to maintain or better the quality of water.

WATER AND AIR POLLUTION CONTROL

15. The District, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Colorado and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

BENEFITS CONDITIONED UPON PAYMENT

16. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the District through project facilities during any period in which the District may be in arrears in the payment of any water service charges due the United States pursuant to Article 4.

EQUAL OPPORTUNITY

17. During the performance of this contract, the District agrees as follows:

a. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The District will take affirmative action to ensure that applicants are employeed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

c. The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the District's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The District will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the District's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The District will include the provisions of paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF NONSEGREGATED FACILITIES

18. The District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit

directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OFFICIALS NOT TO BENEFIT

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefits.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

20. The expenditure or advance of any money or the performance of any obligation by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the District from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

BASALT WATER CONSERVANCY DISTRICT

Barbara Mack
Secretary

By Lloyd Crawford
President

THE UNITED STATES OF AMERICA

By B. E. Martini
Regional Director
Lower Missouri Region
Bureau of Reclamation

(SEAL)

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.
COUNTY OF GARFIELD)

I do hereby certify that Floyd Crawford, President of Basalt Water Conservancy District, and Barbara Mick, Secretary of Basalt Water Conservancy District, whose names are subscribed in the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed of said Basalt Water Conservancy District for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of May, 19 82.

(SEAL)

Kay Ellen Darrow
Notary Public
Suite 100, Village Plaza
Glenwood Springs, CO 81601

My commission expires: June 8, 1985

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 13th day of May, 19 82, by B. E. Martin, as Regional Director for the Lower Missouri Region, Bureau of Reclamation, United States of America, on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

Kay Ellen Darrow
Notary Public
Suite 100, Village Plaza
Glenwood Springs, CO 81601

My commission expires: June 8, 1985

SCHEDULE A

WATER SERVICE CONTRACT BETWEEN THE UNITED STATES AND BASALT WATER CONSERVANCY DISTRICT

Minimum Service for
Which Delivery Charge Must be Paid Annually

Year	Minimum Acre-Feet
1983	5
1984	15
1985	30
1986	50
1987	75
1988	105
1989	140
1990	180
1991	225
1992	275
1993 and thereafter	300

EXHIBIT 15-A8

United States Department of the Interior

BUREAU OF RECLAMATION
Eastern Colorado Area Office
11056 West County RD 18E
Loveland, Colorado 80537-9711

IN REPLY
REFER TO:
EC-1330 (JSwanda)

NOV 16 1998

Mr. Dan Kerst
Schenk, Kerst & deWinter
302 8th Street, Suite 310
Glenwood Springs, CO 81601

Subject: Long Term Green Mountain Water Service Contract No. 8-07-60-W0727 - Basalt Water Conservancy District, Colorado-Big Thompson Project

Dear Mr. Kerst:

Enclosed is the fully executed duplicate original Contract No. 8-07-60-W0727 dated November 9, 1998, between the United States and the Basalt Water Conservancy District (District) for water service from Green Mountain Reservoir.

The District's advanced payment of $10,000.00 (check no. 1485, dated August 10, 1998) pursuant to contract Article 4.c for 1,000 acre-feet of municipal/domestic water service has been received and credited to the subject contract.

If you have any questions, please contact Julie Swanda at (970) 962-4369.

Sincerely,

A. Jack Garner
Area Manager

Enclosure

cc: Mr. Orlyn J. Bell Division V Engineer
P.O. Box 396
Glenwood Springs CO 81601
(w/copy contract)

DUPLICATE ORIGINAL

Contract No: 8-07-60-W0727

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project

CONTRACT BETWEEN THE UNITED STATES AND BASALT WATER CONSERVANCY DISTRICT FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

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Contract No. 8-07-60-W0727

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Colorado-Big Thompson Project, Colorado

CONTRACT BETWEEN THE UNITED STATES AND
BASALT WATER CONSERVANCY DISTRICT
FOR WATER SERVICE FROM GREEN MOUNTAIN RESERVOIR

THIS CONTRACT, made this 9th day of November, 1998 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, and particularly the Act of August 9, 1937 (50 Stat. 564, 595), and the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, is between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and BASALT WATER CONSERVANCY DISTRICT, hereinafter referred to as the "Contractor."

WITNESSETH, THAT:

WHEREAS, The following statements are made in explanation:

EXPLANATORY RECITALS

a. Green Mountain Dam and Reservoir were constructed as a feature of the Colorado-Big Thompson (CBT) Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672)). The Reservoir is operated and maintained by the United States in accordance with S. Doc. 80; the Act of August 9, 1937 (50 Stat. 564, 595), as decreed in the Consolidated Cases (Civil Action Nos. 2782, 5016, and 5017) United States District Court for the District of Colorado; and the Operating Policy for Green Mountain Reservoir (hereinafter referred to as the "Operating Policy") as published in the Federal Register on December 22, 1983, which became effective January 23, 1984, and as amended September 3, 1987, as published in the Federal Register on September 11, 1987. The Reservoir was authorized to provide replacement water for senior downstream diversion rights in western Colorado when water is diverted to or stored for use in eastern Colorado through the CBT Project. Additional capacity was provided for hydroelectric power generation and beneficial uses in western Colorado including irrigation, municipal/domestic, and industrial uses. In accordance with the Operating Policy, 66,000 acre-feet of water annually is deemed adequate to satisfy irrigation and domestic uses perfected by use prior to October 16, 1977. The remaining 28,800 acre-feet of capacity (34,000 acre-feet less 5,200 acre-feet dead storage) is available for beneficial use by West Slope water user contractors and has been determined to be available to develop the Reservoir's annual marketable yield.

b. The Contractor desires to contract with the United States, pursuant to Federal Reclamation laws and the laws of the State of Colorado, for water service from Green Mountain Reservoir.

c. The United States desires to provide such water service from the marketable yield of Green Mountain Reservoir in accordance with S. Doc. 80, the Consolidated Cases, the Operating Policy, and other applicable Federal law.

d. The 20,000 acre-foot marketable yield of Green Mountain Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the United States and the Contractor agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "Colorado River Basin" shall mean the geographical area of the natural basin of the Colorado River, including all tributaries thereof, in western Colorado upstream from the Colorado-Utah State line.

b. "Contracting Officer" shall mean the Secretary of the Interior or a duly authorized representative.

c. "Project" shall mean the CBT Project, Colorado.

d. "Year" shall mean the period beginning July 1 and ending the following June 30.

e. "Operating Policy" shall mean the operating policy for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, as amended September 3, 1987, as published in the Federal Register on September 11, 1987.

f. "Reservoir" shall mean the dam, reservoir, and related facilities known as "Green Mountain Reservoir" as presently constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the CBT Project.

g. "Replacement pool" shall mean the 52,000 acre-feet of water available under S. Doc. 80 annually to provide replacement water for western Colorado when water is diverted

out of priority to the Eastern Slope through the CBT Project.

h. "Power pool" shall mean the Reservoir's remaining capacity of approximately 100,000 acre-feet, including the 6,316 acre-foot refill right, which to the extent feasible will be released through the powerplant, and following release will be available either directly or by exchange for other beneficial uses in western Colorado.

i. "Marketable yield" shall mean the 20,000 acre-foot water supply available from the Reservoir based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary depending on changes in future operating conditions.

j. "Municipal/domestic use" shall mean the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, excepting only irrigation and industrial uses of water as defined below. The meaning of this term includes the irrigation of municipal and/or quasi--governmental-owned or operated golf courses whether or not water is delivered through a municipal system.

k. "Irrigation use" shall mean the use of water for the commercial production

of agricultural crops and livestock and other uses consistent with any water right decreed for irrigation purposes.

l. "Industrial use" shall mean the use of water for the purposes of producing or processing a product or service for sale, including without limitation such uses as manufacturing, food processing, mining, milling, land reclamation, snowmaking, nonhydro-electric power generation, and golf course irrigation except as provided in Subarticle 1.j. above. There shall be two categories of industrial water service as follows:

(1) "Category A" industrial water service which is reserved for those contractors who are existing customers for water from the Reservoir or have previously used water service from the Reservoir, who are currently operational, and who are unable to utilize Ruedi Reservoir as an alternative source for water service. Such entities' entitlement to Category A water service shall not exceed the quantities requested by those entities on or before August 15, 1988.

(2) "Category B" water service which is available to all other industrial contractors who are not covered in (1) above.

m. "Operation, Maintenance, and Replacement" (OM&R) costs shall mean those expenditures incurred in connection with the operation and maintenance of the Reservoir, excluding facilities used solely for hydroelectric power production. Such expenditures shall

include those required to remedy conditions brought about by the ordinary use of the Reservoir or to restore or replace components of the existing facilities and shall not include expenditures to increase the Reservoir's capacity or to enlarge the purposes for which it was originally authorized and constructed.

n. "Standby charge" shall be that annual charge to reserve the right for delivery of water annually pursuant to Subarticle 4.d.

o. "Delivery charge" shall be that annual charge for the amount of water requested for delivery by the Contractor and delivered by the United States pursuant to Subarticle 4.d. For purposes of this contract, the Contractor shall be deemed to have requested for delivery at least the minimum quantity set forth in Subarticle 4.d.(1).

TERM OF THE CONTRACT

2. a. This contract becomes effective on the date of execution and shall remain in effect for a period of 25 years thereafter, unless terminated sooner in accordance with the provisions of Article 8.

Renewal Provision
K Nov. 9 1995

b. This contract may be renewed for an additional term of 25 years upon written request to the Contracting Officer on or before 2 years prior to the expiration of this contract

and mutual agreement of the parties hereto. Prior to renewal of this contract, all terms and conditions, including the amount of water service contracted for in Article 3 and the water service charges set forth in Article 4, will be renegotiated by the parties hereto subject to applicable Federal and State laws and Reclamation policy in effect or as established by the Secretary of the Interior at that time; Provided, That the Contractor shall have a first right for the purposes stated herein to the quantity of water set forth in Article 3 below, or to such lesser amount of water that is available, as determined by the Contracting Officer.

CONTRACTED SERVICE

3. a. The Contractor hereby contracts for 1,000 acre-feet of water service annually from the Reservoir as follows:

(1) 0 acre-feet of water for irrigation use.

(2) 1,000 acre-feet of water for municipal/domestic use.

(3) 0 acre-feet of water for Category A industrial use.

(4) 0 acre-feet of water for Category B industrial use.

The United States agrees to provide such water service subject to the terms and conditions of this contract. The United States shall not enter into any contract that will result in the total amount of water marketed from the Reservoir exceeding the marketable yield in effect at that

time; Provided, That the United States reserves the right to make short-term sales of water from the Reservoir as long as such sales do not impinge upon the Contractor's entitlement to take delivery of the water contracted for herein. There shall be no right to carryover storage of undelivered water contracted for herein from year to year.

b. The 20,000 acre-foot marketable yield of the Reservoir is based on the assumptions and conditions incorporated in the supporting hydrology studies documented in the report entitled, "Green Mountain Water Sales Hydrology," dated September 15, 1988. The marketable yield may vary, depending on changes in future operating conditions. In the event any of the assumptions and conditions incorporated in the supporting hydrology studies prove to be incorrect and revised hydrology studies change the marketable yield, the United States may either increase or decrease the volume of future water sales. At any time the marketable yield is determined to be less than the total amount of water under contract, any resulting shortages shall be apportioned pursuant to Article 7.

WATER SERVICES CHARGES

4. a. In accordance with paragraph 5 of the Operating Policy, the United States will charge its Contractors differential rates for irrigation, municipal/domestic, and industrial water service. These rates include an appropriate share of the Reservoir's actual annual OM&R costs. The rates shall be adjustable by the United States to cover OM&R costs if such

costs exceed the rates set forth herein.

b. The charge for irrigation water service will be an annual charge of $6 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water shall be delivered prior to payment.

c. The charge for municipal/domestic water service shall be an annual charge of $10 per acre-foot for the amount of water contracted for herein, and which the United States is capable of delivering to the Contractor. Payment of this charge shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment.

d. The annual charge for Category A and Category B industrial water service contracted for herein shall be as follows:

(1) $55 per acre-foot applied to 100 percent of all water up to 100 acre-feet plus 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(2) $15 per acre-foot standby charge and $40 per acre-foot delivery charge applied to the remaining 50 percent of all water over 100 acre-feet up to 2,000 acre-feet, for a total of 0 acre-feet of water.

(3) $15 per acre-foot standby charge and $60 per acre-foot delivery charge applied to all water from 2,001 to 4,000 acre-feet, for a total of 0 acre-feet of water.

(4) $15 per acre-foot standby charge and $80 per acre-foot delivery charge applied to all water above 4,000 acre-feet, for a total of 0 acre-feet of water.

e. The industrial water standby charge shall be paid annually for the amount of water service in d.(2), d.(3), and d.(4) above. The industrial water delivery charge in d.(2), d.(3), and d.(4) above shall be in addition to the standby charge and shall be paid for each acre-foot of water actually delivered. Payments for all water service charges, except the delivery charge in d.(2), d.(3), and d.(4) above, shall be due on July 1 for water to be delivered during the succeeding year. No water will be delivered prior to payment of such charges. Payment for the delivery charges in d.(2), d.(3), and d.(4) above shall be based on the delivery schedule submitted by the Contractor pursuant to Subarticle 5.a. or as may be apportioned pursuant to Article 7. The Contracting Officer will provide the Contractor with a statement based on said projected schedule, whereupon payment of such additional delivery charges shall be made by the Contractor within 30 days of the date of such statements. Adjustments in payment for any differences between actual and scheduled deliveries of water will be made with the succeeding year's payment; Provided, That whether or not the Contractor requests or takes delivery pursuant to Article 5, the Contractor is required to pay annually the charges in d.(1) above and the standby charges in d.(2), d.(3), and d.(4) above; and Provided, further, That the

United States is capable of delivering said water.

f. The minimum annual payment for water service under this contract will be the greater of $250 or the charge established in b., c., and d. above.

g. Water delivered by exchange upstream from the Reservoir pursuant to this contract shall be subject to an annual power interference charge of $2.35 per acre-foot. Said charge shall be due within 30 days after the date of the bill each year of this contract, based on the delivery schedule provided pursuant to Subarticle 5.a. Any excess advance payments will be applied to succeeding annual payments. All power interference charges are in addition to the other charges as set forth in this Article 4. Power interference charges shall be adjustable pursuant to 4.h. below.

h. Repayment of the Project is scheduled to be completed in year 2002. Water service and power interference charges set forth in this article shall be adjusted by the Contracting Officer upon payout of the project, based upon applicable Federal and State laws and Reclamation policies in effect or as established by the Secretary of the Interior at that time.

i. Payments pursuant to this contract shall be made to a certain bank by a medium specified by the Contracting Officer, i.e., by check to
a certain lock box, or by wire transfer to the United States Treasury, or to such other locations

and by such other methods as the Contracting Officer may specify.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor will submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water during the succeeding 12-month period from July 1 through June 30, and the Contractor shall periodically revise said schedule as necessary to reflect its expected demand schedule based on current water conditions; Provided, That the Contractor shall be entitled to delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer. All notices requesting delivery or a change in the delivery schedule shall be in writing. However, requests which cannot be transmitted in writing due to urgent or emergency situations may be telephoned to the Contracting Officer whereupon such requests shall be confirmed in writing by the Contractor. The Contractor shall send copies of all requests to the Division No. 5 Engineer, Colorado Division of Water Resources.

b. The Contracting Officer shall notify the Division No. 5 Engineer, Colorado Division of Water Resources, in Glenwood Springs, Colorado, of the date, time, and amount of the water released from the Reservoir for delivery pursuant to this contract.

c. In the event the Contractor fails or is unable to use the quantities of water delivered by the United States pursuant to the delivery schedule or as otherwise requested by

the Contractor, said inability, failure, or refusal shall not relieve the Contractor of its obligation to make the required payments pursuant to the terms of this contract.

d. The delivery of water under this contract shall be made into the Blue River at the outlet works of Green Mountain Dam or by exchange with other sources of supply; Provided, That the delivery of water from a source other than the Reservoir shall not reduce the Contractor's ability to beneficially use said water in the same location and manner, at the same times, and for the same purposes specified in this contract and the delivery schedules. All such exchanges shall be in accordance with State and Federal laws and regulations including, if required, approval by the Division No. 5 Engineer.

e. All delivery of water into the Blue River shall be subject to the limitations of the outlet capacity of Green Mountain Dam. All water delivered to the Contractor from the Reservoir shall be measured at the outlet works of Green Mountain Dam by the Contracting Officer with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the outlet works of Green Mountain Dam or other point of delivery, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action of any nature whatsoever on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor provided such water is delivered at the outlet works of Green Mountain Dam or other point of delivery in a safe and reasonable manner.

f. No delivery of water pursuant to this contract shall be made until the Contractor is in compliance with the terms and conditions contained in the attached Exhibit B. Exhibit B may include, but is not limited to, any special terms and conditions required by individual contractors as a result of the National Environmental Policy Act (NEPA) compliance requirements for this contract. The Contractor's failure to comply with the terms and conditions of Exhibit B after initial delivery of water may result in discontinuance of water deliveries under this contract, in whole or in part, until the Contractor is in compliance with the terms and conditions of Exhibit B. Such noncompliance may also result in the termination of this contract pursuant to Article 8. Exhibit B may be amended upon the mutual agreement of the parties hereto.

g. The Contractor shall not be responsible for the storage of water in or the operation and maintenance of the Reservoir, and the United States agrees to be responsible for all claims, demands, and causes of action of any nature whatsoever resulting from the storage of water in or the operation and maintenance of the Reservoir, as authorized by the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 2671-2680).

h. The United States reserves the right to make releases of water from the Reservoir for hydropower generation as long as such releases do not interfere with the United States' ability to meet its obligations to deliver water under the terms and conditions of this contract.

i. The United States reserves the right to provide water from the Reservoir, as

determined necessary by the Contracting Officer, to meet minimum streamflow requirements or to otherwise maintain streamflows for the protection, recovery, or enhancement of any species listed in accordance with Section 4 of the Endangered Species Act (ESA), Category I candidate species, and critical habitat of the Section 4 listed species; to preserve or enhance the human environment; or to maintain or improve water quality pursuant to applicable Federal law, including but not limited to, the ESA, as amended, and the Clean Water Act, as amended, and the Fish and Wildlife Coordination Act, as amended; Provided, That the Contracting Officer's decision to furnish such water shall not be arbitrary or capricious, and such decision is based on compliance with NEPA. Should the furnishing of such water reduce the Reservoir's marketable yield, any resulting shortages shall be apportioned in accordance with Article 7 herein.

j. The United States reserves the right to reduce industrial water service under this contract as hereinafter provided to the extent that the Contracting Officer determines that such reductions are necessary to meet the needs of irrigation and municipal/domestic users pursuant to S. Doc. 80; Provided, That in the event subsequent Court decrees find that S. Doc. 80 does not require the water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and this provision shall no longer apply.

k. Should the execution date of this contract result in less than a full initial year, the Contractor may request delivery of the amount of water deemed necessary to meet its

needs during the remaining portion of the initial year and shall pay a proportionate share of the water service charges required in Article 4 based on the amount of water requested for delivery, Provided, That such charges shall not be less than the $250 minimum payment in Subarticle 4.f. Such payment shall be in advance of the delivery of any water.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract shall be used as augmentation water by subcontractors located within the boundary of the Basalt Water Conservancy District located within portions of Pitkin, Garfield, and Eagle counties, Colorado, for municipal/domestic uses. To the extent that the water service contracted for herein is being used to prevent injury to the water rights of the City and County of Denver, hereinafter "Denver," acting by and through its Board of Water Commissioners, pursuant to the terms of the Agreement dated September 18, 1985, hereinafter "Summit County Agreement," between Denver and the Board of County Commissioners of Summit County, Colorado, then such water shall be delivered into the Blue River at the outlet works of Green Mountain Dam or delivered by exchange. Before June 1 of each year, the Contractor shall report to the Contracting Officer the amount of water service contracted for herein, which will be used in the following year to prevent injury to Denver's water rights pursuant to the terms of the Summit County Agreement.

b. No lease, sale, donation, transfer, or other disposition of any of the water contracted for herein may be made without the prior written approval of the Contracting Officer; Provided, That if the Contractor's facilities are sold and this contract is assigned under Subarticle 11.b., the right to delivery of the water contracted for herein may be transferred so long as the water will be used in the same location, at the same time(s), and for the same purpose(s) as contemplated by the Contractor under this contract. Should unauthorized dispositions occur, the Contractor's right to delivery of the quantity of water under contract so disposed of shall be terminated by the Contracting Officer.

WATER SHORTAGE AND APPORTIONMENT

7. a. If, based on written schedules submitted before June 1, the Contracting Officer determines that the projected water supply is not adequate to meet all reasonably expected demands, including the furnishing of water pursuant to Article 5.i. above, the Contracting Officer shall declare that a potential shortage condition exists and shall so notify the Contractor. Within 15 days of receipt of a notice of potential shortage, the Contractor shall provide the Contracting Officer with a revised schedule for water to be delivered during a declared shortage period. For the purposes of this contract, the shortage period shall consist of the succeeding 12-month period from July 1 through June 30 or any portion thereof. During a shortage period, delivery to all contractors shall be first reduced in accordance with the revised schedule submitted by each contractor. If the Contracting Officer determines that

delivery pursuant to the revised schedules will not alleviate the shortage, delivery to all Category B industrial contractors shall first be reduced proportionately up to 100 percent of their respective contracted amounts, and then deliveries to all Category A industrial contractors shall be reduced proportionately up to 100 percent of their respective contracted amounts. If shortage conditions persist, all municipal and domestic and irrigation contractors shall share additional reductions proportionately in the delivery of water, based on their respective contracted amounts as required by the shortage conditions; Provided, That in the event a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and, beginning in the year following the Court's decision, all Contractors shall share shortages proportionately, based on their respective contracted amounts.

b. The Contracting Officer shall have the right during any shortage period, after consultation with the contractors, to establish rules, regulations, and procedures for the purpose of distributing the available water supply commensurate with the shortage conditions either prevailing or expected to prevail, including shortages which result from the furnishing of water from the Reservoir for the purposes set forth in Article 5.i. above. Such rules, regulations, and procedures may require industrial contractors to pay for that amount of water set forth in the revised schedule referred to in Subarticle 7.a. above whether or not the Contractor requests delivery of the water. In administering shortage conditions, the Contracting Officer reserves the right, during the shortage period, to limit the amount of water

available for delivery under this contract to the amount specified in the revised schedule set forth in Subarticle 7.a. above. Should any revised schedule require less than the total amount of water under contract to meet all reasonably expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to mitigate the effects of the shortage. Whenever water is requested for delivery by the Contractor and is not delivered by the Contracting Officer, the Contractor's payments shall be reduced accordingly. Any rules, regulations, or procedures established by the Contracting Officer to administer shortages shall be provided to the Contractor in writing. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising out of such shortage.

c. It is recognized by the parties to this contract that the United States shall operate and maintain the Reservoir in accordance with the provisions of S. Doc. 80, particularly the requirement to make water available at such times and for such uses and purposes as are set forth therein. It is also recognized by the parties hereto that the United States may be required to furnish water for the purposes stated in Article 5.i. above. Should the United States determine that the industrial water service contracted for herein is required to meet obligations of the United States under S. Doc. 80, or those stated in Article 5.i. above, the Contracting Officer shall have the right to reduce industrial water service by the amount needed to meet such obligations. Should such reduction be necessary, deliveries to all Category B industrial contractors shall first be reduced on a pro rata basis up to 100 percent of their respective contracted amounts. If additional reductions are necessary, then deliveries

to all Category A industrial contractors shall be reduced on a pro rata basis up to 100 percent of their respective contracted amounts. In the event it is necessary to reduce industrial water service on a continued or permanent basis, all contracts for industrial water service so reduced shall be amended to reflect such reductions and corresponding reductions in the Contractor's payments. However, in the event that a Court of competent jurisdiction subsequently rules that S. Doc. 80 does not require the industrial water service contracted for from the Reservoir to be withdrawable, then such water service shall be nonwithdrawable, and the requirement for the reductions in industrial water service required by this Subarticle 7.c. shall no longer apply.

TERMINATION OF THE CONTRACT OR ADJUSTMENT IN THE CONTRACTED SERVICE

8. a. Notwithstanding the provisions of Article 8.c. below, the United States may, at any time, terminate this contract and cease water service hereunder for failure of the Contractor: to make payments as required by this contract; to abide by the terms and conditions of this contract; or to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a law, rule, or regulation of the United States or the State of Colorado directly relating to and affecting water service hereunder; Provided, That this contract shall not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice to correct the problem.

b. The Contractor may terminate the contract or reduce the amount of water contracted for herein on July 1 of any year by giving written notice to the Contracting Officer at least 90 days prior to that date.

c. After 5 years from the date of execution of this contract, the United States may terminate this contract or adjust the amount of water service provided for in Article 3 if all of the following conditions are met:

(1) The Contracting Officer has determined, after consultation with the Contractor, that the Contractor has not yet made and is not capable of making, during the remaining term of the contract, beneficial use of the water service contracted for herein, and that the Contractor has no reasonable and legitimate future beneficial use for the water;

(2) The Contracting Officer has provided evidence to the Contractor that the United States has requests from other users to make, and who are capable of making, beneficial use of all or a portion of the water service contracted for herein;

(3) There is no other water available from the marketable yield of the Reservoir to fulfill such requests from other users; and

(4) The Contracting Officer has given written notice to the Contractor at least 1 year in advance of the proposed termination or adjustment.

A Contractor shall be considered capable of making beneficial use of the contracted water service if such water will serve future growth or development; Provided, That the projections for such future growth or development are, in the judgment of the Contracting Officer, supported by credible development plans and/or growth projections.

d. The amount of water service contracted for in Article 3 above may also be adjusted, as determined necessary by the Contracting Officer, to provide for the furnishing of water for the purposes set forth in Article 5.i. above.

e. In the event the contracted service is reduced by the Contractor or the United States pursuant to Subarticles 8.b., 8.c., or 8.d. above, then the annual water service charges set forth in Article 4 shall be reduced accordingly.

ENVIRONMENTAL COMPLIANCE

9. a. NEPA compliance for the cumulative environmental impacts associated with the marketing of water from Green Mountain Reservoir is documented in the "Green Mountain Reservoir, Colorado Water Marketing Program, Final Supplement to the Final Environmental Impact Statement, Colorado-Big Thompson Windy Gap Projects, Colorado" (EIS-88-10). NEPA compliance for the site-specific impacts associated with the Contractor's use of the water pursuant to this contract are documented in Categorical Exclusion Checklist (CEC) No. ECAO 95-12. NEPA compliance for this contract has resulted in a requirement to implement

certain measures to avoid, minimize, or mitigate the environmental impacts associated with the Contractor's use of the water pursuant to this contract. These requirements are described in Exhibit B attached hereto and by this reference made a part hereof, and the Contractor agrees to abide by and comply with the terms and conditions stated therein.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA compliance that may be necessary as the result of these changes and any mitigation measures which may be required by the United States as the result of such changes. All costs associated with such additional NEPA compliance, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall not be liable for the payment of any costs associated with the preparation of EIS-88-10 for the Reservoir water marketing program and costs associated with the "Biological Opinion Round II Water Sale from Ruedi Reservoir and Green Mountain Reservoir Water Sale."

NOTICES

10. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, Great Plains Region, P.O. Box

36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor, Basalt Water Conservancy District, 302 8th Street, Suite 310, Glenwood Springs, Colorado 81601. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

Check this

ASSIGNMENT OF THE CONTRACT

11. a. The United States reserves the right to enter into agreements with third party agents for administration of this contract; Provided, That such agreements shall not adversely affect the rights of the Contractor under this contract.

b. No assignment or transfer of this contract or any rights or interests therein shall be valid until approved in writing by the Contracting Officer; Except, That this contract may be assigned by the Contractor without the prior approval of the Contracting Officer where such assignment is to any affiliate of the Contractor or to any successor owners of the facilities for which the water is being furnished; Provided, That any such assignee assumes all obligations of the Contractor and uses the water contracted for herein in the same location, manner, and times for the purposes contemplated by the Contractor under this contract.

c. For purposes of this article, an "affiliate" of a corporation or entity shall be

deemed to include any corporation or entity which is controlled by, is under common control with, or controls said corporation or entity.

CHANGE IN CONTRACTOR'S ORGANIZATION

12. The Contractor shall notify the Contracting Officer whenever there is any change in the Contractor's organization through dissolution, consolidation, merger, or otherwise.

CONTRACT NULL AND VOID IF OPERATING POLICY RULED INVALID

13. In the event the Operating Policy is ruled invalid by a Court of competent jurisdiction, this contract shall become null and void. Should a Court of competent jurisdiction require such modification of the Operating Policy as in the Contracting Officer's judgment would substantially affect the ability of the United States to perform its obligations under this contract, then this contract may be terminated at the option of the Contracting Officer.

STANDARD CONTRACT ARTICLES

14. The standard contract articles applicable to this contract are listed below. The full

text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

a. Charges for Delinquent Payments

b. General Obligation--Benefits Conditioned Upon Payment

c. Contingent on Appropriation or Allotment of Funds

d. Officials Not to Benefit

e. Books, Records, and Reports

f. Compliance With Reclamation Laws

g. Quality of Water

h. Water and Air Pollution Control

i. Water Conservation

j. Equal Opportunity

k. Compliance With Civil Rights Laws and Regulations

l. Privacy Act Compliance

m. Uncontrollable Forces

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Acting Regional Director
Bureau of Reclamation
Great Plains Region

BASALT WATER CONSERVANCY DISTRICT

By _____
Vice President
Title

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

On August 10, 19 98, before me, Barbara Mick, Notary

_____ appeared J. Richard Hunt, Vice President,

the person(s) whose name(s) (is)(are) subscribed to the within instrument

and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

(SEAL)

Barbara Mick
Notary Public

My commission expires: January 27, 2002

EXHIBIT A

CONTRACT NO. 8-07-60-W0727

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed

for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any water rates due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of water rates as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-

leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. COMPLIANCE WITH RECLAMATION LAWS

The parties agree that the delivery of irrigation, municipal-domestic, or industrial water and the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

Within 18 months of the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals following the acceptance of the Contractor's program, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based upon the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary

of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials

of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. PRIVACY ACT COMPLIANCE

1. All contractors purchasing water for irrigation use are subject to the provisions of this article. The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

2. With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining

the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

3. The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

4. The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64, and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

5. The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as authority for the request.

M. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

EXHIBIT B

CONTRACT NO. 8-07-60-W0727

ENVIRONMENTAL COMPLIANCE

1. The site specific National Environmental Policy Act (NEPA) compliance for water service pursuant to this contract was evaluated and documented by Categorical Exclusion Checklist (CEC) No. ECAO-95-12. This CEC is for the release of up to 1,000 acre-feet of water annually from Green Mountain Reservoir for municipal/domestic uses. Green Mountain water pursuant to this contract will be used as augmentation water by subcontractors located within the boundary of the Basalt Water Conservancy District (District) for out-of-priority water depletions to senior water rights on the Colorado River downstream of the confluence of the Roaring Fork and Colorado Rivers. The District boundary is located within Sections 10-15, 22-27, and 34, 35, and 36, T. 6 S., R. 89 W. sixth principal meridian; Sections 7 through 36, T. 6 S., R. 88 W., sixth principal meridian; Sections 7 through 36, T. 6 S., R. 87 W., sixth principal meridian; Sections 1, 2, 11, and 12, T. 7 S., R. 89 W, sixth principal meridian; Sections 1 through 30 and 33 through 36, T. 7 S., R. 88 W., sixth principal meridian; Sections 1 through 36, T. 7 S., R. 87 W., sixth principal meridian; Sections 1 through 36, T. 7 S., R. 86 W., sixth principal meridian; Sections 1 through 36, T. 7 S., R. 85 W., sixth principal meridian; Sections 1 through 4, 10-15, 22-27, and 34-36, T. 8 S., R. 88 W., sixth principal meridian; Sections 1 through 36, T. 8 S., R. 87 W., sixth principal meridian; Sections 1 through 36, T. 8 S., R. 86 W., sixth principal meridian; Sections 1 through 19, 30 and 31, T. 8 S., R. 85 W., sixth principal meridian; Sections 1 through 18, T. 8 S., R. 84 W., sixth

principal meridian; Sections 4 through 9 and 16 through 18, T. 8 S., R. 83 W., sixth principal meridian; Sections 1 through 4, 11-14, 23-26, and 35, 36, T. 9 S., R. 86 W., sixth principal meridian; Sections 1 through 36, T. 9 S., R. 85 W., sixth principal meridian; Sections 1, 2, and 11 through 14, T. 10 S., R. 86 W., sixth principal meridian; Sections 1 through 18, T. 10 S., R. 85 W., sixth principal meridian; and Sections 5, 6, 7, 8, 17, and 18, T. 10 S., R. 84 W., sixth principal meridian (see attached map for District service area).

a. The delivery of water pursuant to this contract is subject to Colorado Water Conservation Board minimum instream flow appropriations. In the event the Colorado Water Conservation Board acquires an instream flow decree adjacent to or immediately downstream of the Contractor's or its subcontractor's points of diversion, the Contractor shall assure compliance with the established instream flows.

b. The Contractor agrees to comply and have its subcontractors comply with all the requirements of Section 404 of the Clean Water Act including completion of the appropriate 404 compliance prior to construction of any facilities that may be necessary for the use of Green Mountain water pursuant to this contract.

c. The Contractor agrees to apply and have its subcontractors apply for applicable well permits from the State Engineer's office and to assure compliance with Colorado water law.

d. The Contractor shall submit an annual report on or before November 30 for the previous 12-month period from November 1 through October 31, which shows the time, amount, minimum, and maximum daily water diversions when water was used pursuant to this contract.

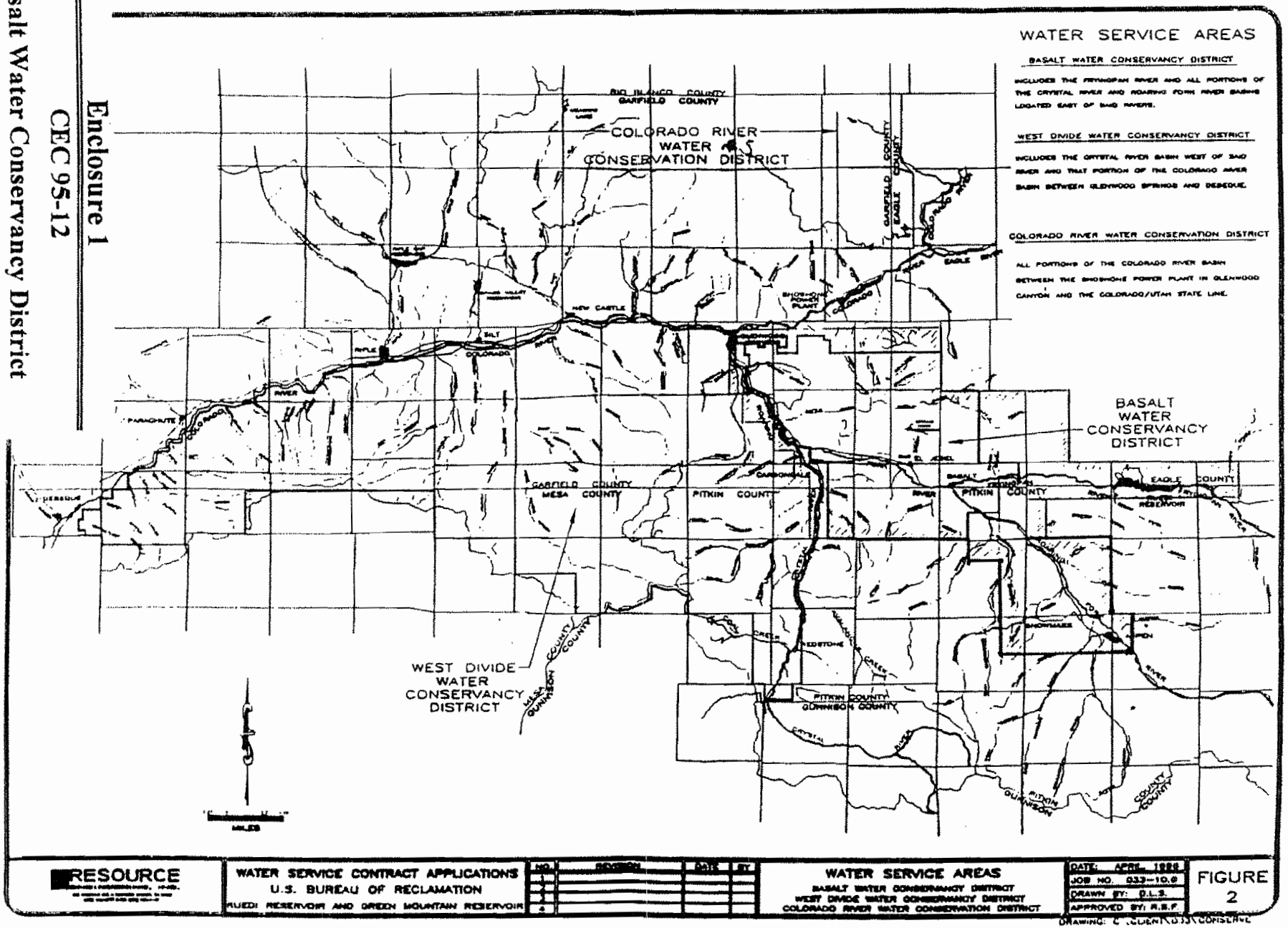
In addition to the above information, the contractors will include in its annual report a list of all contracts issued during the previous 12 month period and additional information on each contract to include:

1. Subcontractors name, address and telephone number
2. Location of the subcontractors activity to the 1/4, 1/4, 1/4 Section (10 acres).
3. Estimated annual water usage by subcontractor.
4. What the water will be used for (domestic, municipal, industrial, etc.).

Basalt Water Conservancy District

CEC 95-12

Enclosure 1



RESOURCE

WATER SERVICE CONTRACT APPLICATIONS
U.S. BUREAU OF RECLAMATION
RUEDI RESERVOIR AND GREEN MOUNTAIN RESERVOIR

NO.	REVISION	DATE	BY
1			
2			
3			
4			

WATER SERVICE AREAS
BASALT WATER CONSERVANCY DISTRICT
WEST DIVIDE WATER CONSERVANCY DISTRICT
COLORADO RIVER WATER CONSERVATION DISTRICT

DATE: APRIL 1995
JOB NO. 933-10.0
DRAWN BY: D.L.S.
APPROVED BY: R.E.F.

FIGURE 2

DRAWING: C:\CLIENT\933\CONSERVE

EXHIBIT 15-A9

United States Department of the Interior

BUREAU OF RECLAMATION
Eastern Colorado Area Office
11056 West County RD 18E
Loveland, Colorado 80537-9711

IN REPLY
REFER TO:

EC-1330

SEP 21 2000

Ms. Lori J. M. Satterfield
Balcomb and Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

Subject: Long Term Ruedi Reservoir Round II Water Repayment Contract No. 009D6C0014 - Basalt Water Conservancy District - Fryingpan-Arkansas Project, Colorado

Dear Ms. Satterfield:

Enclosed is the fully executed duplicate original of the subject Ruedi Reservoir Round II water repayment contract dated September 21, 2000. The contract is for 490 acre-feet with the provision for annual payments.

A bill for collection will be forwarded to the District within the next couple of weeks requesting the 2000 annual construction payment in the amount of $24,050.00 plus an annual advanced O&M payment in the amount of $1,715.00, for a total payment of $25,765.00.

If you have any questions on the above, please call Alice Johns at (970) 962-4338.

Sincerely,

Brian Person
Area Manager

Enclosure (1)

cc: Mr. Orlyn J. Bell, Division V Engineer, P.O. Box 396, Glenwood Springs CO 81601 (w/copy contract)

CONTRACT NO. 009D6C0014

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

REPAYMENT CONTRACT BETWEEN THE UNITED STATES
AND THE BASALT WATER CONSERVANCY DISTRICT

THIS CONTRACT, Made this 21 day of Sept, 2000, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the BASALT WATER CONSERVANCY DISTRICT, hereinafter referred to as the "Contractor."

WITNESSETH THAT

EXPLANATORY RECITALS:

a. WHEREAS, the United States has constructed Ruedi Reservoir and related facilities as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial conformance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. WHEREAS, Ruedi Reservoir was authorized to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado at times of Fryingpan-Arkansas Project diversions to the Arkansas River Basin in eastern Colorado, and to furnish regulatory storage capacity and water to users in western Colorado for any purpose recognized by the laws of the United States.

c. WHEREAS, the capital costs for the construction of Ruedi Reservoir are allocated among the authorized purposes, including $9,312,000 allocated to the regulatory purpose consisting of the initial construction cost plus interest during construction. Pursuant to Section 2

of the Act of August 16, 1962, as amended, this amount is reimbursable with interest in not more than 50 years from September 30, 1969, when Ruedi Reservoir was placed in service. Under the provisions of the Water Supply Act of 1958 (72 Stat. 297), interest charges on the $9,312,000 did not accrue for the 10-year period ending September 30, 1979. The $9,312,000 of costs allocated to the regulatory purpose are further allocated to Ruedi Reservoir Round I and Ruedi Reservoir Round II water sales and are $1,419,402 and $7,892,598 respectively. As of September 30, 1999, the uncontracted capital costs, including accrued interest, operation, maintenance, and replacement costs for Ruedi Reservoir allocated to Ruedi Reservoir Round II water sales, hereinafter referred to as Round II were $28,024,544.99.

d. WHEREAS, the Contractor desires to enter into a contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for a quantity of water from the regulatory capacity of Ruedi Reservoir and to repay the reimbursable costs associated therewith as more specifically provided herein.

e. WHEREAS, the United States desires to provide the quantity of water requested by the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior hereinafter the "Secretary" or his duly authorized representative.

b. "Contracting Officer" shall mean the Secretary of the Interior or his duly authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "Year" shall mean the period beginning January 1 and ending on the following December 31.

e. "Ruedi Reservoir" shall mean the dam, reservoir, and related facilities as presently constructed on the Fryingpan River above the Town of Basalt, Colorado, as a feature of the Fryingpan-Arkansas Project.

f. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit Project diversions at times when such diversions could not otherwise have been made because of simultaneous demands of senior diversions in western Colorado that existed on April 30, 1959, and as further defined in Section 6(a) of the Operating Principles, Fryingpan-Arkansas Project.

g. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes as further defined in Section 6(b) of the Operating Principles, Fryingpan-Arkansas Project.

h. "Municipal and industrial uses" shall mean use of water by municipalities, industrial users, commercial recreation entities, and other water user entities not engaged in commercial agricultural production.

I. "Commercial agricultural uses" shall mean water used primarily for the commercial production of crops and livestock, which are the principle sources of income for the user of such water.

j. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including construction costs, interest during construction, accrued interest, and accrued unpaid annual operation, maintenance, and replacement costs, and interest thereon, and other appropriate costs allocable to the regulatory capacity.

k. "Operation and maintenance costs" shall mean those costs incurred to operate and maintain Ruedi Reservoir, including any administrative, overhead, or general expenses incurred by the United States, either directly or indirectly, in the operation and maintenance of Ruedi Reservoir and in the administration of this contract.

l. "Replacement costs" shall mean the costs incurred to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For the purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity, but shall not include costs to increase the capacity of Ruedi Reservoir or to expand the purposes for which it was originally authorized and constructed.

m. "Marketable yield" shall mean the 46,500 acre-feet of water estimated to be available from the regulatory capacity of Ruedi Reservoir, including the 7,850 acre-feet previously sold under Round I, and the remaining 38,650 acre-feet designated for the Round II water sales.

TERM OF THE CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated in accordance with the provisions of Article 8 hereof; Provided, However, That at the end of the initial 25-years of the term of this contract (year 2025), all terms and conditions, including the quantity of water contracted for herein, are subject to renegotiation at the determination of the Contracting Officer, based on Federal laws and policies in effect at that time; Provided, Further, That the Contractor shall, subject to fulfillment of all obligations hereunder, have a first right for the purposes stated herein to the quantity of water contracted for herein from the marketable yield of Ruedi Reservoir.

CONTRACTED WATER SUPPLY

3. a. The Contractor hereby contracts for 490 acre-feet of water annually from the marketable yield of Ruedi Reservoir for municipal and industrial use subject to the terms and conditions of this contract.

b. The United States shall not enter into any contract that will result in the total amount of water marketed from the reservoir exceeding the marketable yield, Provided, That the United States reserves the right to make short-term (5 years or less) sales or leases of water from the regulatory capacity of Ruedi Reservoir for purposes recognized under the laws of the United States and the State of Colorado, as long as such sales or leases do not impinge upon the Contractor's entitlement to take delivery of water contracted for herein or adversely affect the determination of the marketable yield.

c. The Contractor shall have no right to carryover storage of undelivered water from year to year under this contract.

CONTRACTOR'S REPAYMENT OBLIGATION AND OTHER COSTS

4. a. For the water supply contracted for herein, the Contractor shall repay a proportionate share of the capital costs allocable to Round II. As of September 30, 1999, the unpaid uncontracted capital costs allocable to Round II were $28,021,544.99. The Contractor's capital cost repayment obligation of $367,137.40 represents the Contractor's proportionate (490/[38,650 less previously marketed Round II water]) share of the unpaid capital costs allocable to Round II. The Contractor's capital cost repayment obligation shall be repaid in annual installments as shown in the following table:

YEAR	ANNUAL PAYMENT	PRINCIPAL	INTEREST	BALANCE
2000	24,050.00	24,050.00	0.00	343,087.40
2001	24,050.00	13,599.56	10,450.44	329,487.84
2002	24,050.00	14,013.80	10,036.20	315,474.04
2003	24,050.00	14,440.66	9,609.34	301,033.38
2004	24,050.00	14,880.52	9,169.48	286,152.86
2005	24,050.00	15,333.78	8,716.22	270,819.07
2006	24,050.00	15,800.85	8,249.15	255,018.22
2007	24,050.00	16,282.14	7,767.86	238,736.08
2008	24,050.00	16,778.10	7,271.90	221,957.98
2009	24,050.00	17,289.16	6,760.84	204,668.82
2010	24,050.00	17,815.79	6,234.21	186,853.03
2011	24,050.00	18,358.46	5,691.54	168,494.57
2012	24,050.00	18,917.66	5,132.34	149,576.92
2013	24,050.00	19,493.89	4,556.11	130,083.03
2014	24,050.00	20,087.67	3,962.33	109,995.36
2015	24,050.00	20,699.54	3,350.46	89,295.82
2016	24,050.00	21,330.05	2,719.95	67,965.77
2017	24,050.00	21,979.76	2,070.24	45,986.01
2018	24,050.00	22,649.27	1,400.73	23,336.74
2019	24,047.58	23,336.74	710.84	0.00

b. The Contractor's first annual capital cost payment shall be due and payable upon execution of this contract, and thereafter, shall be due and payable on January 1 of each subsequent year until payment of the capital cost obligation is complete.

c. If, subsequent to the execution of this contract, additional capital costs are incurred for the regulatory capacity of Ruedi Reservoir, the Contractor shall pay a proportionate share of such additional costs allocable to Round II, as determined by the Contracting Officer, which share shall be in direct proportion to the contracted water supply specified in Article 3.a. above. Payment of such additional costs shall be upon such terms and conditions as determined by the parties hereto, based on Reclamation policies and laws in effect at the time. Prior to incurring such costs, the Contracting Officer shall notify the Contractor in writing of any necessary additional capital costs, including the basis for such costs and the Contractor's estimated proportionate share thereof.

d. The Contractor's capital cost obligation is a fixed obligation of the Contractor and is payable as provided for herein whether or not the quantity of water contracted for in Article 3.a. above is available for delivery to the Contractor.

e. In addition to the capital cost repayment obligation, the Contractor shall also pay a proportionate share of the actual annual reimbursable operation, maintenance, and replacement (OM&R) costs allocable to the marketable yield. The Contractor's share of the actual annual reimbursable OM&R costs shall be in direct proportion to the contracted water supply specified in Article 3.a. above to the 46,500 acre-foot marketable yield.

f. The annual OM&R charges shall be based on the Federal Fiscal Year (October 1 through the following September 30) accounting. Payment for the current fiscal year, as adjusted for actual OM&R charges for the previous fiscal year, shall become due and payable on or before January 1 of each year.

g. The annual OM&R charge will be due and payable upon execution of this contract and thereafter shall be due and payable on or before January 1 of each subsequent year of the term of this contract. The first Fiscal Year's charges, if less than a full Fiscal Year, shall be prorated on a monthly basis beginning with the first calendar month following execution of this contract. The annual OM&R charge will be based on estimates prepared by the Contracting Officer. In the event the estimated OM&R costs fall short of the actual OM&R costs, or whenever it is determined by the Contracting Officer that a deficit will occur after January 1 of the Fiscal Year, supplemental notices may be issued by the Contracting Officer requesting additional funds to cover such shortfall or deficiency. Funds not expended during the Fiscal Year will be carried over and applied as a credit against the Contractor's charges for the following Fiscal Year.

h. No water will be delivered at any time the Contractor is in default of any payment required pursuant to this contract. The Contractor shall make all payments required pursuant to this contract whether or not the quantity of water specified in Article 3.a. above is available for delivery and whether or not the Contractor is capable of using the water delivered or scheduled for delivery.

I. Payments shall be made to a certain bank by a medium specified by the Contracting Officer, by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify and as are readily available to the Contractor for its use.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor shall submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water for the following 12 months. The Contractor shall revise said schedule as necessary to reflect its expected demand schedule based on current hydrologic conditions. Notwithstanding the above, the Contractor shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery of water or a change in the delivery schedule shall be in writing. Orders which cannot be transmitted in writing due to urgency or emergency situations may be telephoned to the Contracting Officer's designated representative, Provided, That such orders shall be confirmed in writing by the Contractor.

b. The Contracting Officer will notify the Contractor and the Division No. 5 Engineer, Colorado Division of Water Resources, of the date, time, and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. The delivery of water pursuant to this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir. All delivery of water shall be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the Contractor from Ruedi Reservoir will be measured at the outlet works of Ruedi Reservoir by the Contracting Officer with equipment owned, operated, and maintained by the United States. The United States will not be responsible for control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the delivery point, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor.

d. The Contractor will not be responsible for the storage of water in or operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify, and hold the Contractor harmless from and against all claims, demands, and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

e. The United States reserves the right to release the water contracted for herein from an alternate reservoir or reservoirs, Provided, That such releases from an alternate reservoir or reservoirs shall neither diminish the water supply contracted for herein nor affect the Contractor's ability to use the water for the purposes, at the location and at the time(s) as contemplated herein.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor pursuant to this contract will be used for municipal and industrial purposes directly, or by augmentation and exchange to replace out of priority water depletions to senior water rights on the Fryingpan and Roaring Fork Rivers, and on the Colorado River downstream of the confluence of the Roaring Fork and Colorado Rivers. Place of use will occur within the existing and future service area of the Basalt Water Conservancy District, located in Pitkin, Eagle, and Garfield Counties, within the Colorado River basin in the State of Colorado. (see attached map)

b. Lease, sale, donation, or other such disposal of any of the water contracted for herein shall require prior written approval of the Contracting Officer, Provided, That a municipal contractor may distribute the water contracted for herein to it's customers and charge it's customers such rates as permitted under Colorado law.

WATER SHORTAGE AND APPORTIONMENT

7. a. The Contracting Officer shall operate the Project in accordance with the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. Water delivered pursuant to this contract is provided from the regulatory capacity of Ruedi Reservoir. Should shortages occur to the regulatory capacity, as determined by the Contracting Officer, based on schedules furnished pursuant to Article 5.a. above, such shortages will be apportioned among the Ruedi Reservoir contractors in the following manner: first, deliveries to all temporary and short-term contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; second, deliveries to all Round II contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; third, deliveries to all Round I municipal contractors will be proportionately reduced up to 30 percent of their respective contracted amounts; and finally, deliveries to all Round I contractors will be reduced up to 100 percent of their respective contracted amounts based on contract execution dates with the earliest date having highest priority; Provided, That the deliveries to all contracts with the same execution dates shall be proportionately reduced up to 100 percent of their respective remaining contracted amounts.

c. In administering shortage conditions, the Contracting Officer may require the Contractor to submit revised schedules pursuant to Article 5.a. above. The Contracting Officer reserves the right to limit the amount of water available for delivery under this contract to the amount specified in such revised schedules. Should any revised schedule require less than the total amount of water under contract by an individual contractor to meet the Contractor's expected demands, the Contracting Officer reserves the right to use all or any portion of the

water not so scheduled by the Contractor for redistribution to other contractors to mitigate the effects of the shortage. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising out of such shortage.

d. No adjustment will be made in the payments required pursuant to this contract as a result of the Contracting Officer's inability to deliver water requested for delivery by the Contractor due to shortage conditions.

TERMINATION OF WATER DELIVERIES

8. Delivery of the water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Provided, that water deliveries hereunder shall not cease unless such failure or violation continues 60 days after the United States gives the Contractor written notice to remedy the failure or violation.

TERMINATION OF THE CONTRACT

9. a. This contract may be terminated and the delivery of water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Except, That this contract may not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice of such failure or violation.

b. The contractor may terminate this contract at the end of any year by providing written notice of such termination to the United States pursuant to Article 11 below not less than 90 days prior to the effective date of termination, Provided, That such termination must be necessitated by the Contractor's inability to meet the payments required hereunder due to the applicability of Amendment No. 1 (Tabor). Upon any such termination, the United States may make the water supply contracted for herein available to other contractors, or reallocate the contracted water supply to other purposes, and the contractor has no prior claim or right to enter into a contract for such water supply or any portion thereof in the future.

ENVIRONMENTAL COMPLIANCE

10. a. Compliance with the provisions of the National Environmental Policy Act (NEPA), as amended, and the Endangered Species Act (ESA), as amended, are a prerequisite to execution of this contract. The general environmental impacts associated with the Ruedi Reservoir Round II water marketing program under the preferred alternative with conservation measures are described in the Final Supplemental Environmental Statement (FSES) dated August 1, 1989. Additional compliance may also be required on a site-specific basis and shall be the responsibility of the United States using data and other information provided by the Contractor. The Contractor shall provide the necessary data and information and a site-specific mitigation plan, if required, to the Contracting Officer for approval. The data, information, and mitigation cover those environmental impacts associated with the Contractor's diversions and on-site use of Ruedi Reservoir water. All costs associated with the preparation, approval, and implementation of NEPA and ESA compliance and mitigation plans, including costs incurred by the United States, shall be the responsibility of the Contractor.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA and ESA compliance or mitigation measures which may be required by the United States as the result of such changes and all associated costs, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall make advance payment for costs to be incurred by the United States which are the Contractor's responsibility under this Article 10.

NOTICES

11. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed postage prepaid, or delivered to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed postage prepaid or delivered to the Contractor, Basalt Water Conservancy District, c/o Ms. Lori J. M. Satterfield, Balcomb and Green, P.C., P.O. Drawer 790, Glenwood Springs, CO 81602. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF CONTRACT

12. a. No assignment or transfer of this contract or any rights or interests herein shall be valid until approved in writing by the Contracting Officer.

b. The United States reserves the right to enter into agreements with third party agents for the administration of this contract, Provided, That such agreements shall not adversely affect the rights of the Contractor to receive the water contracted for under this contract.

STANDARD CONTRACT ARTICLES

13. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

A. Charges for Delinquent Payments

B. General Obligation--Benefits Conditioned Upon Payment

C. Contingent on Appropriation or Allotment of Funds

D. Officials Not to Benefit

E. Books, Records, and Reports

F. Rules, Regulations, and Determinations

G. Quality of Water

H. Water and Air Pollution Control

I. Water Conservation

J. Equal Opportunity

K. Compliance With Civil Rights Laws and Regulations

L. Uncontrollable Forces

M. Medium for Transferring Payments

IN WITNESS WHEREOF, the parties hereto have executed this contract supplement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
~~Acting~~ Area Manager
Eastern Colorado Area Office

BASALT WATER CONSERVANCY DISTRICT

By _____

Title President

ACKNOWLEDGMENT

STATE OF Colorado
) ss.
COUNTY OF Garfield

On September 21, 2000, before me, Arthur Bowles

_____ appeared personally,

the person(s) whose name(s) (is)(are) subscribed to the within instrument

and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the

day and year in this acknowledgment first above written.

(SEAL)

Nicole King
Notary Public

NOTARY PUBLIC
NICOLE M. KING
STATE OF COLORADO

My commission expires: MY COMMISSION EXPIRES 01/10/04

EXHIBIT A

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. RULES, REGULATIONS, AND DETERMINATIONS

1. The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

2. The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with the expressed and implied provisions of this contract, the laws of the United States and the State, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

1. The Contractor shall develop and implement an effective water conservation program based on the Contractor's water conservation plan that has been reviewed by the Contracting Officer and determined to meet the conservation and efficiency criteria established under Federal law. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

2. The Contractor shall submit to the Contracting Officer by December 31, of each calendar year a report on the status of the Contractor's implementation of its water conservation program.

3. At 5-year intervals, subsequent to the Contracting Officer's determination that the Contractor's water conservation program meets the conservation and efficiency criteria established under Federal law, the District shall submit to the Contracting Officer for review and evaluation updated water conservation programs. The Contracting Officer shall review and evaluate the updated water conservation program and determine if they meet the conservation and efficiency criteria established under Federal law.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

M. MEDIUM FOR TRANSFERRING PAYMENTS

All payments from the Enterprise to the United States under this contract shall be made by the medium requested by the United States on or before the date payment is due.
The required method of payment may include checks and/or wire transfers.

RESOLUTION 2000-2

WHEREAS, Basalt Water Conservancy District has applied for a Round II water service contract with the United States Bureau of Reclamation for water releases from Ruedi Reservoir; and

WHEREAS, it is in the best interest of the District and its constituents for the District to enter into said contract for 490 acre feet of water.

NOW THEREFORE, the Board of Directors of the Basalt Water Conservancy District, having duly considered this matter, it is:

RESOLVED, that the District:

1. Approves the Ruedi Reservoir Round II water repayment contract no. 009D6C0014;

2. Authorizes the District's President, Arthur Bowles, to execute the contract on behalf of the District; and

3. Authorizes the District's counsel to correspond with the Bureau and confirm the District's commitment to comply with the environmental commitments outlined in paragraph 21 of the categorical exclusion checklist (CEC) relating to the subject contract.

PRESENTED, READ AND ADOPTED by the unanimous vote of the Board of Directors present at the regular meeting of the Board of Directors of the Basalt Water Conservancy District on the 5th day of September, 2000

BASALT WATER CONSERVANCY DISTRICT

By: Arthur Bowles
Arthur Bowles, President

Attested by:

Barbara Mick
Barbara Mick, Secretary

EXHIBIT 15-A10

United States Department of the Interior

BUREAU OF RECLAMATION
Eastern Colorado Area Office
11056 West County RD 18E
Loveland, Colorado 80537-9711

IN REPLY
REFER TO:

EC-1340
WTR-4.00

OCT - 6 2002

Mr. Christopher L. Geiger
Balcomb & Green, P.C.
P.O. Drawer 790
818 Colorado Avenue
Glenwood Springs, CO 81602

Subject: Long Term Ruedi Reservoir Round II Water Repayment Contract No. 039F6C0012 – Basalt Water Conservancy District - Fryingpan-Arkansas Project, Colorado

Dear Mr. Geiger:

Enclosed is the fully executed duplicate original Ruedi Reservoir Round II water repayment contract. The contract is for 500 acre-feet with the provision for annual payments.

The check in the amount of $34,968.08 has been received and applied to the first annual payment and the estimated O&M for 2003.

If you have any questions on the above, please call Terry Gomoll at 970-962-4352.

Sincerely,

ACTING FOR

Brian Person
Area Manager

Enclosure

cc: Mr. Alan Martellaro
Division V Engineer
P.O. Box 396
Glenwood Springs, CO 81602
(w/copy of encl)

DUPLICATE
ORIGINAL

CONTRACT NO. 039F6C0012

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

REPAYMENT CONTRACT BETWEEN THE UNITED STATES
AND THE BASALT WATER CONSERVANCY DISTRICT

THIS CONTRACT, Made this 3RD day of OCTOBER, 2003, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the BASALT WATER CONSERVANCY DISTRICT, hereinafter referred to as the "Contractor."

W I T N E S S E T H T H A T

EXPLANATORY RECITALS:

a. WHEREAS, the United States has constructed Ruedi Reservoir and related facilities as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial conformance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. WHEREAS, Ruedi Reservoir was authorized to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado at times of Fryingpan-Arkansas Project diversions to the Arkansas River Basin in eastern Colorado, and to furnish regulatory storage capacity and water to users in western Colorado for any purpose recognized by the laws of the United States.

c. WHEREAS, the capital costs for the construction of Ruedi Reservoir are allocated among the authorized purposes, including $9,312,000 allocated to the regulatory purpose consisting of the initial construction cost plus interest during construction. Pursuant to Section 2 of the Act of August 16, 1962, as amended, this amount is reimbursable with interest in not more than 50 years from September 30, 1969, when Ruedi Reservoir was placed in service. Under the provisions of the Water Supply Act of 1958 (72 Stat. 297), interest charges on the $9,312,000 did not accrue for the 10-year period ending September 30, 1979. The $9,312,000 of costs allocated to the regulatory purpose are further allocated to Ruedi Reservoir Round I and Ruedi Reservoir Round II water sales and are $1,419,402 and $7,892,598 respectively. As of September 30, 1999, the uncontracted capital costs, including accrued interest, operation, maintenance, and replacement costs for Ruedi Reservoir allocated to Ruedi Reservoir Round II water sales, hereinafter referred to as Round II were $28,021,544.99.

d. WHEREAS, the Contractor desires to enter into a contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for a quantity of water from the regulatory capacity of Ruedi Reservoir and to repay the reimbursable costs associated therewith as more specifically provided herein.

e. WHEREAS, the United States desires to provide the quantity of water requested by the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior hereinafter the "Secretary" or his duly authorized representative.

b. "Contracting Officer" shall mean the Secretary of the Interior or his duly authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "Year" shall mean the period beginning January 1 and ending on the following December 31.

e. "Ruedi Reservoir" shall mean the dam, reservoir, and related facilities as presently constructed on the Fryingpan River above the Town of Basalt, Colorado, as a feature of the Fryingpan-Arkansas Project.

f. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit Project diversions at times when such diversions could not otherwise have been made because of simultaneous demands of senior diversions in western Colorado that existed on April 30, 1959, and as further defined in Section 6(a) of the Operating Principles, Fryingpan-Arkansas Project.

g. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes as further defined in Section 6(b) of the Operating Principles, Fryingpan-Arkansas Project.

h. "Municipal and industrial uses" shall mean use of water by municipalities, industrial users, commercial recreation entities, and other water user entities not engaged in commercial agricultural production.

i. "Commercial agricultural uses" shall mean water used primarily for the commercial production of crops and livestock, which are the principle sources of income for the user of such water.

j. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including construction costs, interest during construction, accrued interest, and accrued unpaid annual operation, maintenance, and replacement costs, and interest thereon, and other appropriate costs allocable to the regulatory capacity.

k. "Operation and maintenance costs" shall mean those costs incurred to operate and maintain Ruedi Reservoir, including any administrative, overhead, or general expenses incurred by the United States, either directly or indirectly, in the operation and maintenance of Ruedi Reservoir and in the administration of this contract.

l. "Replacement costs" shall mean the costs incurred to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For the purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity, but shall not include costs to increase the capacity of Ruedi Reservoir or to expand the purposes for which it was originally authorized and constructed.

m. "Marketable yield" shall mean the 46,500 acre-feet of water estimated to be available from the regulatory capacity of Ruedi Reservoir, including the 7,850 acre-feet previously sold under Round I, and the remaining 38,650 acre-feet designated for the Round II water sales.

TERM OF THE CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated in accordance with the provisions of Article 8 hereof; Provided, However, That at the end of the initial 25-years of the term of this contract (year 2028), all terms and conditions, including the quantity of water contracted for herein, are subject to renegotiation at the determination of the Contracting Officer, based on Federal laws and policies in effect at that time; Provided, Further, That the Contractor shall, subject to fulfillment of all obligations hereunder, have a first right for the purposes stated herein to the quantity of water contracted for herein from the marketable yield of Ruedi Reservoir.

CONTRACTED WATER SUPPLY

3. a. The Contractor hereby contracts for 500 acre-feet of water annually from the marketable yield of Ruedi Reservoir for municipal and industrial use subject to the terms and conditions of this contract.

b. The United States shall not enter into any contract that will result in the total amount of water marketed from the reservoir exceeding the marketable yield, Provided, That the United States reserves the right to make short-term (5 years or less) sales or leases of water from the regulatory capacity of Ruedi Reservoir for purposes recognized under the laws of the United States and the State of Colorado, as long as such sales or leases do not impinge upon the Contractor's entitlement to take delivery of water contracted for herein or adversely affect the determination of the marketable yield.

c. The Contractor shall have no right to carryover storage of undelivered water from year to year under this contract.

CONTRACTOR'S REPAYMENT OBLIGATION AND OTHER COSTS

4. a. For the water supply contracted for herein, the Contractor shall repay a proportionate share of the capital costs allocable to Round II. As of September 30, 1999, the unpaid uncontracted capital costs allocable to Round II were $28,021,544.99. The Contractor's capital cost repayment obligation of $458,865.00 represents the Contractor's proportionate (500/[38,650 less previously marketed Round II water]) share of the unpaid capital costs allocable to Round II. The Contractor's capital cost repayment obligation shall be repaid in annual installments as shown in the following table:

YEAR	ANNUAL PAYMENT	PRINCIPAL	INTEREST	BALANCE
2003	$33,948.00	$33,948.00	$0.00	$424,917.00
2004	$33,948.00	$21,005.03	$12,942.97	$403,911.97
2005	$33,948.00	$21,644.84	$12,303.16	$382,267.13
2006	$33,948.00	$22,304.14	$11,643.86	$359,962.99
2007	$33,948.00	$22,983.53	$10,964.47	$336,979.46
2008	$33,948.00	$23,683.61	$10,264.39	$313,295.85
2009	$33,948.00	$24,405.01	$9,542.99	$288,890.85
2010	$33,948.00	$25,148.38	$8,799.62	$263,742.46
2011	$33,948.00	$25,914.40	$8,033.60	$237,828.06
2012	$33,948.00	$26,703.76	$7,244.24	$211,124.30
2013	$33,948.00	$27,517.15	$6,430.85	$183,607.15
2014	$33,948.00	$28,355.33	$5,592.67	$155,251.82
2015	$33,948.00	$29,219.03	$4,728.97	$126,032.79
2016	$33,948.00	$30,109.04	$3,838.96	$95,923.75
2017	$33,948.00	$31,026.16	$2,921.84	$64,897.59
2018	$33,948.00	$31,971.22	$1,976.78	$32,926.37
2019	$33,929.31	$32,926.37	$1,002.94	$0.00

b. The Contractor's first annual capital cost payment shall be due and payable upon execution of this contract, and thereafter, shall be due and payable on January 1 of each subsequent year until payment of the capital cost obligation is complete.

c. If, subsequent to the execution of this contract, additional capital costs are incurred for the regulatory capacity of Ruedi Reservoir, the Contractor shall pay a proportionate share of such additional costs allocable to Round II, as determined by the Contracting Officer, which share shall be in direct proportion to the contracted water supply specified in Article 3.a. above. Payment of such additional costs shall be upon such terms and conditions as determined by the parties hereto, based on Reclamation policies and laws in effect at the time. Prior to incurring such costs, the Contracting Officer shall notify the Contractor in writing of any necessary additional capital costs, including the basis for such costs and the Contractor's estimated proportionate share thereof.

d. The Contractor's capital cost obligation is a fixed obligation of the Contractor and is payable as provided for herein whether or not the quantity of water contracted for in Article 3.a. above is available for delivery to the Contractor.

e. In addition to the capital cost repayment obligation, the Contractor shall also pay a proportionate share of the actual annual reimbursable operation, maintenance, and replacement (OM&R) costs allocable to the marketable yield. The Contractor's share of the actual annual reimbursable OM&R costs shall be in direct proportion to the contracted water supply specified in Article 3.a. above to the 46,500 acre-foot marketable yield.

f. The annual OM&R charges shall be based on the Federal Fiscal Year (October 1 through the following September 30) accounting. Payment for the current fiscal year, as adjusted for actual OM&R charges for the previous fiscal year, shall become due and payable on or before January 1 of each year.

g. The annual OM&R charge will be due and payable upon execution of this contract and thereafter shall be due and payable on or before January 1 of each subsequent year of the term of this contract. The first Fiscal Year's charges, if less than a full Fiscal Year, shall be prorated on a monthly basis beginning with the first calendar month following execution of this contract. The annual OM&R charge will be based on estimates prepared by the Contracting Officer. In the event the estimated OM&R costs fall short of the actual OM&R costs, or whenever it is determined by the Contracting Officer that a deficit will occur after January 1 of the Fiscal Year, supplemental notices may be issued by the Contracting Officer requesting additional funds to cover such shortfall or deficiency. Funds not expended during the Fiscal Year will be carried over and applied as a credit against the Contractor's charges for the following Fiscal Year.

h. No water will be delivered at any time the Contractor is in default of any payment required pursuant to this contract. The Contractor shall make all payments required pursuant to this contract whether or not the quantity of water specified in Article 3.a. above is available for delivery and whether or not the Contractor is capable of using the water delivered or scheduled for delivery.

i. Payments shall be made to a certain bank by a medium specified by the Contracting Officer, by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify and as are readily available to the Contractor for its use.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor shall submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water for the following 12 months. The Contractor shall revise said schedule as necessary to reflect its expected demand schedule based on current hydrologic conditions.

Notwithstanding the above, the Contractor shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery of water or a change in the delivery schedule shall be in writing. Orders which cannot be transmitted in writing due to urgency or emergency situations may be telephoned to the Contracting Officer's designated representative, Provided, That such orders shall be confirmed in writing by the Contractor.

b. The Contracting Officer will notify the Contractor and the Division No. 5 Engineer, Colorado Division of Water Resources, of the date, time, and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. The delivery of water pursuant to this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir. All delivery of water shall be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the Contractor from Ruedi Reservoir will be measured at the outlet works of Ruedi Reservoir by the Contracting Officer with equipment owned, operated, and maintained by the United States. The United States will not be responsible for control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the delivery point, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor.

d. The Contractor will not be responsible for the storage of water in or operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify, and hold the Contractor harmless from and against all claims, demands, and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

e. The United States reserves the right to release the water contracted for herein from an alternate reservoir or reservoirs, Provided, That such releases from an alternate reservoir or reservoirs shall neither diminish the water supply contracted for herein nor affect the Contractor's ability to use the water for the purposes, at the location and at the time(s) as contemplated herein.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract will be used for municipal and industrial purposes directly, or by augmentation and exchange to replace out of priority water depletions to senior water rights in the Colorado River Basin. Place of use will occur within the Contractor's existing service area and potential service area, which generally lie within portions of the Fryingpan and Roaring Fork River basins,

including Pitkin, Eagle and Garfield Counties in the State of Colorado. (See attached map).

b. Lease, sale, donation, or other such disposal of any of the water contracted for herein shall require prior written approval of the Contracting Officer, Provided, That a municipal contractor may distribute the water contracted for herein to its customers and charge its customers such rates as permitted under Colorado law.

WATER SHORTAGE AND APPORTIONMENT

7. a. The Contracting Officer shall operate the Project in accordance with the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. Water delivered pursuant to this contract is provided from the regulatory capacity of Ruedi Reservoir. Should shortages occur to the regulatory capacity, as determined by the Contracting Officer, based on schedules furnished pursuant to Article 5.a. above, such shortages will be apportioned among the Ruedi Reservoir contractors in the following manner: first, deliveries to all temporary and short-term contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; second, deliveries to all Round II contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; third, deliveries to all Round I municipal contractors will be proportionately reduced up to 30 percent of their respective contracted amounts; and finally, deliveries to all Round I contractors will be reduced up to 100 percent of their respective contracted amounts based on contract execution dates with the earliest date having highest priority; Provided, That the deliveries to all contracts with the same execution dates shall be proportionately reduced up to 100 percent of their respective remaining contracted amounts.

c. In administering shortage conditions, the Contracting Officer may require the Contractor to submit revised schedules pursuant to Article 5.a. above. The Contracting Officer reserves the right to limit the amount of water available for delivery under this contract to the amount specified in such revised schedules. Should any revised schedule require less than the total amount of water under contract by an individual contractor to meet the Contractor's expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to other contractors to mitigate the effects of the shortage. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, either direct or indirect, arising out of such shortage.

d. No adjustment will be made in the payments required pursuant to this contract as a result of the Contracting Officer's inability to deliver water requested for delivery by the Contractor due to shortage conditions.

TERMINATION OF WATER DELIVERIES

8. Delivery of the water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Provided, that water deliveries hereunder shall not cease unless such failure or violation continues 60 days after the United States gives the Contractor written notice to remedy the failure or violation.

TERMINATION OF THE CONTRACT

9. a. This contract may be terminated and the delivery of water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Except, That this contract may not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice of such failure or violation.

b. The contractor may terminate this contract at the end of any year by providing written notice of such termination to the United States pursuant to Article 11 below not less than 90 days prior to the effective date of termination, Provided, That such termination must be necessitated by the Contractor's inability to meet the payments required hereunder due to the applicability of Amendment No. 1 (Tabor). Upon any such termination, the United States may make the water supply contracted for herein available to other contractors, or reallocate the contracted water supply to other purposes, and the contractor has no prior claim or right to enter into a contract for such water supply or any portion thereof in the future.

ENVIRONMENTAL COMPLIANCE

10. a. Compliance with the provisions of the National Environmental Policy Act (NEPA), as amended, and the Endangered Species Act (ESA), as amended, are a prerequisite to execution of this contract.

The general environmental impacts associated with the Ruedi Reservoir Round II water marketing program under the preferred alternative with conservation measures are described in the Final Supplemental Environmental Statement (FSES) dated August 1, 1989. Additional compliance may also be required on a site-specific basis and shall be the responsibility of the United States using data and other information provided by the Contractor. The Contractor shall provide the necessary data and information and a site-specific mitigation plan, if required, to the Contracting Officer for approval. The data, information, and mitigation cover those environmental impacts associated with the Contractor's diversions and on-site use of Ruedi Reservoir water. All costs associated with the preparation, approval, and implementation of NEPA and ESA compliance and mitigation plans, including costs incurred by the United States, shall be the responsibility of the Contractor.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA and ESA compliance or mitigation measures which may be required by the United States as the result of such changes and all associated costs, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall make advance payment for costs to be incurred by the United States, which are the Contractor's responsibility under this Article 10.

NOTICES

11. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed postage prepaid, or delivered to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed postage prepaid or delivered to the Contractor, Basalt Water Conservancy District, c/o Scott Balcomb and Chris Geiger, Balcomb & Green, P.C., P.O. Drawer 790, Glenwood Springs, CO 81602. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF CONTRACT

12. a. No assignment or transfer of this contract or any rights or interests herein shall be valid until approved in writing by the Contracting Officer.

b. The United States reserves the right to enter into agreements with third party agents for the administration of this contract, Provided, That such agreements shall not adversely affect the rights of the Contractor to receive the water contracted for under this contract.

STANDARD CONTRACT ARTICLES

13. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

A. Charges for Delinquent Payments

B. General Obligation--Benefits Conditioned Upon Payment

C. Contingent on Appropriation or Allotment of Funds

D. Officials Not to Benefit

E. Books, Records, and Reports

F. Rules, Regulations, and Determinations

G. Quality of Water

H. Water and Air Pollution Control

I. Water Conservation

J. Equal Opportunity

K. Compliance With Civil Rights Laws and Regulations

L. Uncontrollable Forces

M. Medium for Transferring Payments

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Area Manager
Eastern Colorado Area Office

ACTING FOR

BASALT WATER CONSERVANCY DISTRICT,

By _____

President
Title

ACKNOWLEDGMENT

STATE OF)
COLORADO) ss.
COUNTY OF)
GARFIELD

On August 12, 2003, before me, Barbara Mick

_____ appeared Arthur Bowles, President,

the person(s) whose name(s) (is)(are) subscribed to the within instrument

and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the

day and year in this acknowledgment first above written.

BARBARA MICK NOTARY PUBLIC STATE OF COLORADO (SEAL)

Barbara Mick
Notary Public

My commission expires: 1/27/06

EXHIBIT A

CONTRACT NO. 039F6C0012

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. RULES, REGULATIONS, AND DETERMINATIONS

1. The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

2. The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with the expressed and implied provisions of this contract, the laws of the United States and the State, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The

United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

1. The Contractor shall develop and implement an effective water conservation program based on the Contractor's water conservation plan that has been reviewed by the Contracting Officer and determined to meet the conservation and efficiency criteria established under Federal law. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

2. The Contractor shall submit to the Contracting Officer by December 31, of each calendar year a report on the status of the Contractor's implementation of its water conservation program.

3. At 5-year intervals, subsequent to the Contracting Officer's determination that the Contractor's water conservation program meets the conservation and efficiency criteria established under Federal law, the Contractor shall submit to the Contracting Officer for review and evaluation updated water conservation programs. The Contracting Officer shall review and evaluate the updated water conservation program and determine if they meet the conservation and efficiency criteria established under Federal law.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other

applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

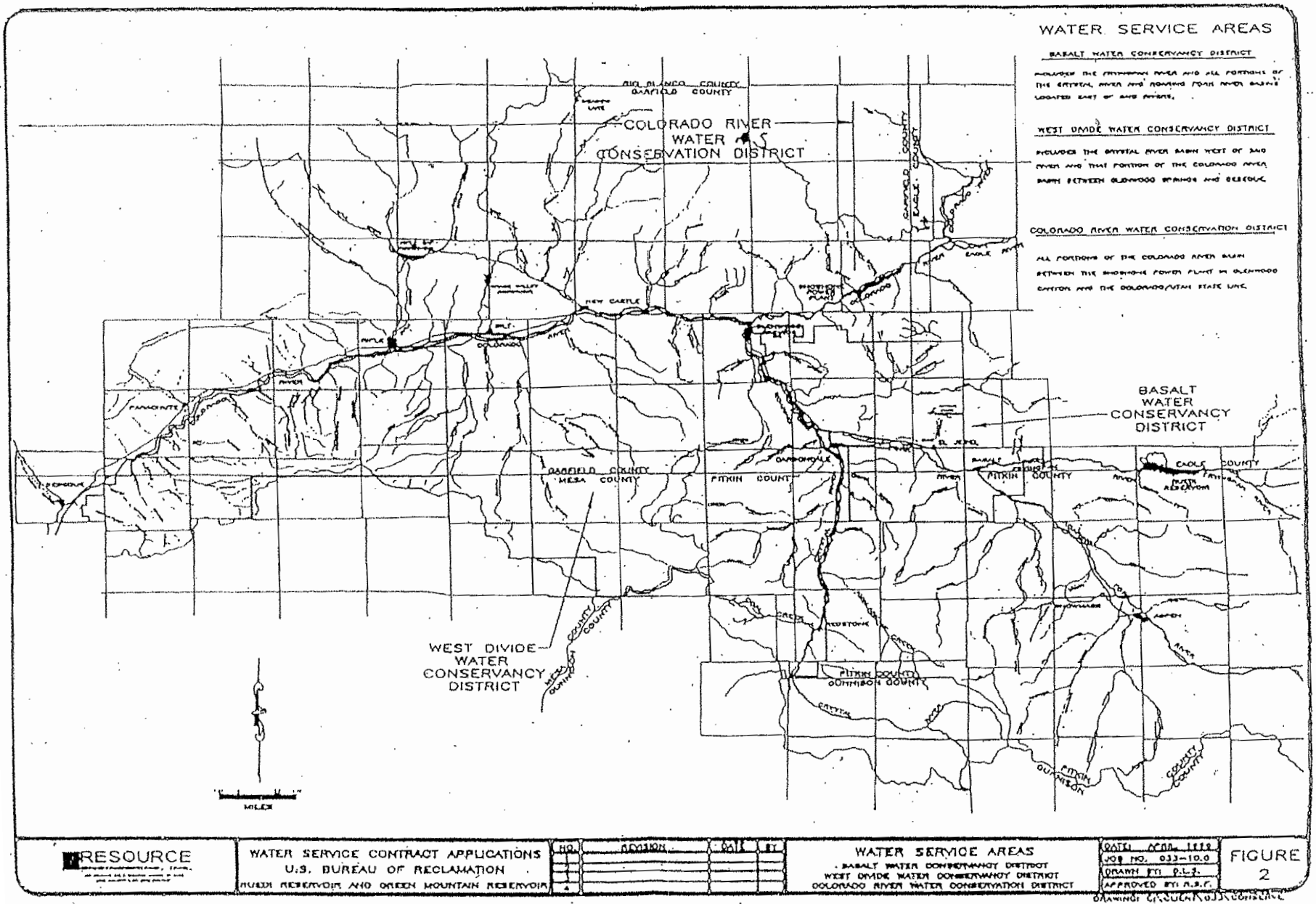
3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

M. MEDIUM FOR TRANSFERRING PAYMENTS

All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks and/or wire transfers.



RESOURCE

WATER SERVICE CONTRACT APPLICATIONS
U.S. BUREAU OF RECLAMATION
RUEDI RESERVOIR AND GREEN MOUNTAIN RESERVOIR

NO.	REVISION	DATE	BY
1			
2			
3			
4			

WATER SERVICE AREAS
- BASALT WATER CONSERVANCY DISTRICT
WEST DIVIDE WATER CONSERVANCY DISTRICT
COLORADO RIVER WATER CONSERVATION DISTRICT

DATE: ACAD 1992
JOB NO. 033-10.0
DRAWN BY: P.L.J.
APPROVED BY: A.S.C.
DRAWING G:\ACAD\033\CO1SA.DWG

FIGURE 2

EXHIBIT 15B

EXHIBIT 15-B1

FILED
IN COMBINED COURT
GARFIELD COUNTY, CO
JUL 06 1998
CLERK

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 92CW347 (Consolidated with 95CW302)

FINDINGS OF FACT AND RULING OF REFEREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF STARWOOD WATER DISTRICT IN PITKIN COUNTY

Starwood Water District filed an Application for surface water right, storage water right, underground water rights and claim for approval of plan for augmentation. In accordance with C.R.S. §37-92-203(7) (West 1990), the Water Judge referred the subject Application to the Water Referee for Water Division No. 5, State of Colorado.

The Referee has made such investigations as are necessary to determine whether or not the statements in the Application are true, has become fully advised with respect to the subject matter of the Application, and has consulted with the Division Engineer for Water Division No. 5. He hereby makes the following determinations and ruling as the referee in this matter:

FINDINGS

1. The statements in the Application are true.

2. Starwood Water District is the Applicant herein.

3. None of the subject water rights or their sources are located within a designated ground water basin.

4. Timely statements of opposition were filed by the Colorado Water Conservation Board, the State and Division Engineers, White Horse Springs Water & Sanitation District and the Board of County Commissioners of Pitkin County. All statements of opposition have been withdrawn pursuant to Stipulation. No other statements of opposition were filed and the time for filing such statements of opposition has expired.

5. Claim for Surface Water Right. Applicant claims a surface water right, described more particularly as follows:

A. Name of structure: Starwood Pump Station.

B. Legal description of point(s) of diversion:

A point of diversion situated in the SW¼ of Section 26, Township 9 South, Range 85 West of the 6th P.M., County of Pitkin, State of Colorado, said point being more particularly described as follows:

A point from whence the Southwest Corner of said Section 26 bears S. 20°16' W., 1,337.5 feet.

C. Source: A natural drainage channel with indigenous flows including outflow and overflow from the White Horse Spring, all tributary to the Roaring Fork River.

D. i) Date of Appropriation: September 1, 1992.

ii) Date water applied to beneficial use: N/A.

iii) How appropriation was initiated: Field inspection, monumentation, formulation of intent to apply water to beneficial use.

E. Amount claimed: 1.0 cfs (450 gpm), conditional.

F. Uses or proposed uses: Domestic, stockwater, fire protection, municipal, irrigation and for the placement of water in storage in the Starwood Pond described in the Second Claim hereof.

G. Legal description and acreage of land to be irrigated:

Land within the service area of the Starwood District generally located in the legal description attached hereto as Exhibit "A".

H. Remarks: The Starwood Pump Station will consist of a gated diversion from Trentaz Gulch to a concrete storage vessel with an overflow back to Trentaz Gulch. An electric-driven pump, with an appropriate meter, will be set in the storage vessel and water will be pumped through an 8-inch line to the Starwood Pond.

6. Claim for Storage Water Right. Applicant claims a storage water right, described more particularly as follows:

A. Name of Reservoir: Starwood Pond.

B. Legal description of reservoir dam:

A reservoir located within the 35± acre parcel described as a dam situated in Section 26, Township 9 South, Range 85 West of the 6th P.M., County of Pitkin, State of Colorado, said dam being 70 feet in width, 35 feet on each side of the following described centerline:

Beginning at a point whence the Southwest corner of said Section 26 bears South 23°17'44" West, 3,273.16 feet thence:

South 87°33'05" West, 172.36 feet, thence;
South 38°14'22" West, 46.36 feet, thence;
North 79°37'05" West, 52.71 feet, thence;
North 46°27'23" West, 203.68 feet, thence;
North 61°35'47" West, 104.84 feet, thence;
North 83°01'54" West, 125.61 feet, thence;
North 70°59'10" West, 112.45 feet to the point of terminus whence said Southwest corner of Section 26 bears South 10°04'16" West, 3,264.41 feet.

C. Source: Surface flow from an unnamed drainage channel tributary to the Roaring Fork River and overflow from the White Horse Springs Collection System which is tributary to the Roaring Fork River.

D. i) Date of Appropriation: September 1, 1992.

ii) Date water applied to beneficial use: N/A.

iii) How appropriation was initiated: Field inspection, monumentation and formulation of intent to apply water to beneficial uses claimed.

E. Amount claimed: 71.0 acre feet, conditional.

F. Uses or proposed uses: Domestic, stockwater, fire protection, municipal, irrigation, recreation, augmentation and exchange.

G. Maximum height of dam: 25 feet.

H. Length of dam: 1,600 feet.

I. Total capacity of reservoir: 71.0 acre-feet.

J. Active capacity of reservoir: 71.0 acre-feet.

K. Maximum surface area of reservoir: 10 acres.

L. Dead storage: 0 acre-feet.

M. Name and capacity of ditch(es) leading to reservoir: Starwood Pump Station, 1.0 cfs.

7. First Claim for Underground Water Right. Applicant claims an underground water right, described more particularly as follows:

A. Name of Structure: Starwood well No. 5

B. Legal description of well:

The location of the well is in the NE1/4, SW1/4 of Section 26, T. 9 S., R. 85 W. of the 6th P.M. at a point 2,215 feet North of the South section line and 1,460 feet East of the West section line of said Section 26.

C. i) Source: Roaring Fork River

ii) Depth: 310 feet

D. i) Date of appropriation: 11/28/1994

ii) How appropriation was initiated: Formation of intent to appropriate together with location and construction activities in field.

iii) Date water applied to beneficial use: N/A

E. Amount claimed: 200 gpm, conditional

F. Well is tributary:

i) Name of aquifer: Glacial till tributary to Roaring Fork River

ii) Amount claimed in acre feet annually: 75 AF

G. Proposed use:

i) If irrigation, complete the following:

(a) Number of acres historically irrigated: N/A

(b) Total number of acres proposed to be irrigated: see (d)

(c) Legal description of land irrigated: Lands within the Starwood Subdivision

(d) Acres of lawns and gardens irrigated: 14.35 acres

ii) If non-irrigation, describe purpose fully: Municipal and domestic for 125 lots in the Starwood Subdivision.

H. Comments: Starwood Well No. 5 will be used as a supplemental water supply for the Starwood potable water system.

8. Second Claim for Underground Water Right. Applicant claims an underground water right, described more particularly as follows:

A. Name of structure: Starwood Well No. 1 First Enlargement.

B. Legal description of well:

The location of the well is in the NE¼ SW¼ of Section 26, Township 9 South, Range 85 West of the 6th P.M. at a point 2,220 feet North of the South line and 1,420 feet East of the West line of said Section 26.

C. i) Source: Well, tributary to the Roaring Fork River

ii) Depth: 280 feet

D. i) Date of appropriation: June 14, 1994

ii) How appropriation was initiated: Test pumping well.

iii) Date water applied to beneficial use: N/A

E. Amount claimed: 0.15 cfs, conditional

F. Well is tributary:

i) Name of aquifer: Glacial till tributary to Roaring Fork River.

ii) Amount claimed in acre feet annually: 30 AF.

G. Proposed use:

i) If irrigation:

(a) Number of acres historically irrigated: N/A

(b) Total number of acres proposed to be irrigated: See (d)

(c) Legal description of land irrigated: Lands within the Starwood Subdivision

(d) Acres of lawns and gardens irrigated: 14.35 acres

ii) If non-irrigation, describe purpose fully: Municipal and domestic for 125 lots in the Starwood Subdivision.

H. Remarks: Starwood Well No. 1 First Enlargement will supplement the domestic, in-house water supply for the Starwood Homeowners Association. Starwood Well No. 1 was drilled in 1981 and was issued well permit No. 28249-F. It was decreed in Case No. 81CW490 for 0.1 cfs. Since the original drilling of the well, it has been developed to a greater capacity. This application seeks to enlarge the decreed capacity of the well to a total of 0.25 cfs.

9. Claim for Approval of Plan for Augmentation. Applicant claims approval of plan for augmentation, described more particularly as follows:

A. Names of structures to be augmented: Starwood Well No. 1 (decreed in Case No. 81CW490 for 0.1 cfs), Starwood Well No. 5, and Starwood Well No. 1 First Enlargement

Are there other water rights to be diverted from these structures?

Starwood Well No. 1: Yes
Starwood Well No. 5: No
Starwood Well No. 1 First Enlargement: Yes

B. Water rights to be used for augmentation:

i. Ruedi Reservoir:

(a) Ruedi Reservoir was originally decreed for 140,697.3 acre feet in Civil Action No. 4613, Garfield County District Court on June 20, 1958, with an appropriation date of July 29, 1957, for hydroelectric power generation, irrigation, municipal, domestic, industrial, piscatorial, and stock watering uses. Subsequently, in Case No. W-789-76, Water Division No. 5, the amount of water decreed to Ruedi Reservoir was reduced from 140,697.3 acre feet to 101,369 acre feet.

(b) Legal description: Located in parts of Sections 7, 8, 9, 11, 14, 15, 16, 17 and 18, Township 8 South, Range 84 West of the 6th P.M. in Pitkin and Eagle Counties. The dam thereof is located in the NW¼ of Section 18, Township 8 South, Range 84 West of the 6th P.M., its exact location being described as follows: The initial point of survey of said dam is on the right abutment thereof at a point whence the SW corner of Section 7, Township 8 South, Range 84 West of the 6th P.M. bears North 68°58' at a distance of 426 feet.

(ii) Starwood Pond:

(a) Date entered: Pending

(b) Case No.: 92CW347 (consolidated with 95CW302)

(c) Court: District Court, Water Division 5

(d) Type of water right: Storage

(e) Legal description of place of storage: A reservoir located within the Starwood Subdivision in parts of Sections 26 and 35, Township 9 South, Range 85 West of the 6th P.M.

(f) Source: Surface flow from an unnamed drainage channel tributary to the Roaring Fork River and overflow from the White Horse Springs Collection System which is tributary to the Roaring Fork River.

(g) Amount: 71.0 acre feet, conditional

(h) Appropriation date: September 1, 1992

(i) Proposed use: Domestic, stock water, fire protection, recreation, municipal, irrigation, augmentation and exchange.

C. Historic use:

(i) Ruedi Reservoir: Hydroelectric power generation, augmentation, irrigation, municipal, domestic, industrial, piscatorial and stock watering.

(ii) Starwood Pond: N/A

D. Statement of plan for augmentation: The purpose of this augmentation plan is to provide a potable water supply and irrigation for the Starwood Subdivision. At ultimate build-out, the Starwood Water System will serve 125 lots. The system's raw water will come from the White Horse Springs and two wells.

Water Requirements

Table 1 presents the estimated ultimate water requirements for Starwood. It is based on 125 lots with an in-house use of 650 gallons per day per lot. Each lot will have up to an average of 5,000 square feet of irrigation from the potable water system. In-house wastewater treatment for all of the lots is by septic tank leachfield which has an assumed return flow rate to the aquifer/stream system of 85 percent. Irrigation requirements are estimated to be 1.86 acre-feet per acre with an 85 percent irrigation efficiency. Unit irrigation consumptive use is 1.58 acre-feet per acre.

Total system water needs are estimated at 118 acre-feet per year with a depletion, or consumptive use, of 36.4 acre-feet per year. Currently, the Applicant owns the following water rights:

Name	Appropriation Date	Adjudication Date	Amount	Case Number
White Horse Springs*	06/26/1961	11/25/1971	0.84 cfs*	CA5884
Starwood Well No. 1**	04/15/1981	12/31/1981	0.10 cfs	81CW240 87CW032
Transfer White Horse Springs to Starwood Well No. 1 (ALT. P.O.D.)	04/15/1981	12/31/1981	0.83 cfs	81CW490 87CW032
Starwood Pump System Starwood Pond	09/01/1992 09/01/1992	Pending Pending	1.0 cfs C 71 AF C	92CW347
Trans. White Horse Springs to Wells A-H at White Horse Springs*	06/26/1961	Pending	0.84 cfs*	94CW196
Starwood Well No. 5	11/28/1994		0.445 cfs	95CW302
Starwood Well No. 1 First Enlargement***	06/14/1994		0.15 cfs	

* Starwood controls 1/3 of the 2.52 cfs for this right. The other 2/3 is controlled by White Horse Springs Homeowners Association.

** Also known as the Starwood Well.

*** In addition to 0.10 cfs decreed in 87CW032.

The Starwood Subdivision currently receives its potable water supply from the White Horse Springs and Starwood Well No. 1. The Starwood Water District wishes to expand its potable water supply to include Starwood Well No. 5 and Starwood Well No. 1 First Enlargement. Starwood Well No. 1, Starwood Well No. 5 and Starwood Well No. 1 First Enlargement will be augmented by this plan for augmentation.

Starwood will not use its 81CW490 and 87CW032 decrees to divert White Horse Springs water at Starwood Well No. 5 or Starwood Well No. 1 First Enlargement. Starwood Well No. 1, Starwood Well No. 5 and Starwood Well No. 1 First Enlargement will divert under their own priorities with augmentation when needed.

Out-of-Priority Depletions

Out-of-priority depletions will be augmented when there is a valid call on the river. Applicant expects a call to be made in March, July, August, September and October in a dry year. Augmentation water to meet the call will come from releases from either Ruedi Reservoir or the Starwood Pond. Any excess Ruedi Reservoir or Starwood Pond water can be used to augment irrigation of the open space areas within the Starwood Subdivision. Starwood has applied for a contract for Ruedi Reservoir water from the U.S. Bureau of Reclamation.

Estimated delayed stream depletion effect on the Roaring Fork River is 30 days. Transit losses along the Frying Pan River (from Ruedi Reservoir) to the Roaring Fork River is estimated at 5%.

Augmentation Plan

Diversions by Starwood Well No. 1 may be called out in dry years. Diversions by Starwood Well No. 5 and the Starwood Well No. 1 First Enlargement are expected to be called out part of the time in most years. The wells' out-of-priority diversions will be augmented by release of either Ruedi Reservoir or Starwood Pond water to prevent injury to senior water rights. Any excess Ruedi Reservoir or Starwood Pond water can be used to augment irrigation of the open space areas within the Starwood Subdivision. Much of the system's diversions are still expected to be made under the 1961 White Horse Springs right and the 1981 senior right for 0.1 cfs in the Starwood Well No. 1 (with no augmentation required).

The maximum amount of augmentation water used is estimated to be 25 acre-feet per year. Table 2 presents the maximum augmentation water needed to meet Starwood's out-of-priority potable water diversion needs under full build-out assuming a year-around call on the well's junior water rights.

If the above augmentation plan is implemented as described above, there will be no injury to any vested water rights.

10. **STIPULATIONS**

A. The Colorado Water Conservation Board ("CWCB") has agreed to withdraw its Statement of Opposition upon entry of this decree. In settlement of the objections

of the CWCB and in consideration for the withdrawal of its Statement of Opposition, the Starwood Water District agrees as follows:

The CWCB is the holder of a minimum instream flow decree previously adjudicated on the Roaring Fork River, in Case No. 85CW646, that may be injured unless certain protective conditions are included in any decree entered in the above-captioned matter.

The instream flow decree held by the CWCB is senior in priority to the Starwood Well No. 1 First Enlargement and the Starwood Well No. 5 described in the decree in the above-captioned matter. Diversions made by the Starwood Well No. 5 and the Starwood Well No. 1 First Enlargement which are out of priority vis-a-vis the Board's right, cannot be adequately augmented by releases from Ruedi Reservoir as contemplated by the applicant's augmentation plan. The instream flow decree held by the CWCB is junior in priority to the Starwood Well No. 1 as decreed in 81CW490 for 0.1 c.f.s. and made absolute in 87CW032. Therefore, diversions at Starwood Well No. 1 under this priority will not cause injury to the CWCB instream flow. However, out-of-priority diversions at Starwood Well No. 1 may result in an expansion of the historic use of this water right and such out-of-priority diversions cannot be replaced by releases from Ruedi Reservoir as contemplated in the Applicant's augmentation plan. Thus, at such time as the Roaring Fork River is at or below the minimum stream flow, and such depletions are due to out-of-priority diversions from the Starwood Well No. 1, Starwood Well No. 1 First Enlargement or the Starwood Well No. 5, the Applicant agrees that it will either provide replacement releases from the Starwood Pond to augment the depletions to the minimum instream flow decrees or provide other augmentation water which is acceptable to the State and Division Engineer for Water Division No. 5, so as to mitigate the injury to the minimum instream flow.

The Applicant agrees, at its own expense, to install maintain, and monitor such measuring device(s), as deemed necessary by the Division Engineer, to administer the terms of this decree. The CWCB, the Division Engineer, and/or their agents shall have access to such measuring device(s) at reasonable times to make readings therefrom.

B. The White Horse Springs Water and Sanitation District has agreed to withdraw its Statement of Opposition upon entry of this decree. In settlement of the objections of the White Horse Springs Water and Sanitation District and in consideration for the withdrawal of its Statement of Opposition, the Starwood Water District agrees as follows:

Applicant and White Horse Springs Water and Sanitation District affirm that Applicant owns an undivided 1/3 interest, and the White Horse Springs Water and Sanitation District owns an undivided 2/3 interest, in and to the White Horse Springs water right as decreed in Case No. CA5884 for 2.52 cfs.

The Starwood Water District and the White Horse Springs Water and Sanitation District have historically cooperated and worked together in good faith in the joint use of the White Horse Springs. Each desires to continue that cooperation and good faith. The Starwood Water District and the White Horse Springs Water and Sanitation District agree that the hydrogeology that connects the Starwood wells and White Horse Springs is complex and that any pumping of the Starwood wells will likely have a very small effect, if any, on the flow of the White Horse Springs. Short of pursuing additional and costly investigations at this time, and in the interest of reaching a stipulated settlement between the Starwood Water District and the White Horse Springs Water and Sanitation District, both agree to the following:

In order to avoid potential damage to the White Horse Springs in the event of a dam failure, Applicant agrees that the Starwood Pond shall not be located at a point naturally tributary to Trentaz Gulch, unless Applicant first obtains the White Horse Springs Water and Sanitation District's prior written consent.

Applicant will meter, on a daily basis, the water pumped from Starwood Well Nos. 1 and 5. A summary of the daily diversions will be sent to the White Horse Springs Water and Sanitation District at the end of each month.

The Applicant Agrees that when the water diverted at the White Horse Springs, as described above, is being fully utilized and Applicant is pumping the Starwood Well No. 5 and/or the Starwood Well No. 1 First Enlargement, White Horse Springs Water and Sanitation District will be entitled to a volume of water equal to ten percent (10%) of the amount of water Applicant pumped from the Starwood Well No. 5 and/or the Starwood Well No. 1 First Enlargement in the previous month. The "credit" for water due to the White Horse Springs Water and Sanitation District shall not be carried longer than one month after the Starwood Water District provides notice of the diversions from the wells. White Horse Springs Water and Sanitation District agrees not to request the water unless it needs the water. The need shall be determined by the White Horse Springs Water and Sanitation District's water superintendent. Requests for water by White Horse Springs Water and Sanitation District shall be made at least three days prior to delivery, except in cases of emergency when 24 hours notice shall be deemed adequate.

The "credit" water will be physically delivered to White Horse Springs Water and Sanitation District from the White Horse Springs by a piped and metered diversion from the Starwood pump house to the White Horse Springs Water and Sanitation District's chlorination building. The Starwood water will be diverted before it is chlorinated and delivered to a point upstream from the White Horse Springs Water and Sanitation District's chlorination unit. The amount of delivery shall not exceed 15 gpm. The cost of this connection is to be born by Starwood Water District.

To better understand the Yield of the White Horse Springs and the hydraulic connection to the Starwood wells, a system to measure the spring overflow will be developed. The overflow will be measured by collecting the flow of uncollected spring water in a pipe and measuring the flow by meter or other acceptable means. The work is to be done by the White Horse Springs Water and Sanitation District's water superintendent and the cost shall be allocated 1/3 to Starwood and 2/3 to White Horse Springs Water and Sanitation District.

RULING

The Referee has examined the information submitted by the Applicant and has become advised with respect to the subject matter of the Application.

He rules as follows:

11. The foregoing Findings are incorporated herein and made part of the Ruling of the Referee.

12. The surface water right, storage water right, underground water rights and plan for augmentation claimed by Applicant are such as are contemplated by law. If implemented and administered in accordance with this decree, the plan for augmentation described herein will provide water to the Starwood Subdivision without adversely affecting the owners or users of vested water rights or decreed conditional water rights. The plan for augmentation described herein may be lawfully decreed by this Court.

13. The State Engineer and Division Engineer may lawfully be required under the terms of this ruling to:

A. Administer the plan for augmentation in the manner set forth herein.

B. Refrain from curtailing out-of-priority diversions of the Applicant's augmented water rights when the depletions are offset in time, location and amount, by the operation of the plan for augmentation approved herein.

14. The Applicant shall install and maintain such gauges and other measuring devices as may be required by the Division Engineer to measure diversions from the Starwood Pump Station, Starwood Pond, Starwood Well No. 1 (includes Starwood Well No. 1 First Enlargement), and Starwood Well No. 5. Moreover, the Applicant shall collect the information required for administration of these water rights and furnish this information to the Division Engineer.

15. The plan for augmentation decreed herein shall not become effective and no well permits shall be issued by the State Engineer until there is an adequate amount of augmentation water, as determined by the Division Engineer, stored in the augmentation reservoir(s), and/or an executed contract with the U.S. Bureau of Reclamation is provided to the Division Engineer

16. The Referee rules that the surface water right, storage water right, underground water rights and plan for augmentation described herein are approved.

17. Pursuant to C.R.S. § 37-92-305(8), the State Engineer shall curtail all of Applicant's out-of-priority diversions, the depletions from which are not so replaced as to prevent injury.

18. Applicant shall report to the Division Engineer for administrative purposes as the Division Engineer requires.

19. In consideration of the specific findings and conclusions made herein in conformance with Colo. Rev. Stat. § 37-92-304(6) (1990), as amended, the plan for augmentation decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period of five (5) calendar years after fifty percent (50%) buildout of the Starwood Subdivision. If no petition for reconsideration is filed within those five (5) years, retention of jurisdiction for this purpose shall automatically expire.

20. Until the conditional water rights awarded herein are made absolute or otherwise disposed of, the Starwood Water District shall file an application for a finding of reasonable diligence in every sixth calendar year after the calendar year in which the conditional rights are herein decreed. The Starwood Water District is ordered to file its first application for a finding of reasonable diligence in the month of AUGUST in the year 20 04.

IT IS ACCORDINGLY ORDERED that this ruling shall be filed with the Water Clerk subject to judicial review pursuant to Colo. Rev. Stat. §37-92-304.

IT IS FURTHER ORDERED that a copy of the ruling shall be filed with the State Engineer and the Division Engineer for Water Division No. 5.

Dated: JULY 9, 1998

Copy of the foregoing mailed to all
Counsel of record—Water
Referee—Div. Engineer—and
State Engineer—Date 07-15-98
Deputy Clerk, Water Div. No. 5
TADDUNE/CONNOR/BALCOMB
KOWALSKI/ELY

BY THE REFEREE:

Water Referee, Water Division No. 5
State of Colorado

No protest was filed in this matter. The foregoing Ruling of the Referee is confirmed and approved, and is made the Judgment and Decree of this Court.

Dated: August 10, 1998

BY THE COURT:

Water Judge

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Copy of the foregoing mailed to all
Counsel of record—Water
Referee—Div. Engineer—and
State Engineer—Date 08-11-98
Deputy Clerk, Water Div. No. 5
TADDUNE/CONNOR/BALCOMB
KOWALSKI/ELY

starwood.rul
July 6, 1998

parcel of land lying in Sections 23, 26, 27 and 35 of Township 9 South, Range 85 West of the 6th Principal Meridian, County of Pitkin, State of Colorado, more particularly described as follows:

Commencing at the Northwest Corner of Section 35 whence South 52°44'45" East a distance of 1512.48 feet to the True Point of Beginning; thence South a distance of 552.86 feet; thence South 51°28' East a distance of 414.13 feet; thence South 65°00' East a distance of 388.89 feet; thence South 45°00' East a distance of 317.79 feet; thence East a distance of 670.50 feet; South 0°21' West a distance of 239.98; thence South 68°39' West a distance of 323.30 feet; thence South 58°09' West a distance of 152.51 feet; thence South 22°24 West a distance of 37.34 feet; thence South 18°36' East a distance of 38.19 feet;

thence South 42°05' East a distance of 204.75 feet; thence South 61°24' East a distance of 257.52 feet; thence South 80°29' East a distance of 108.92' feet; thence South 69°20' East a distance of 111.16 feet; thence South 46°13' East a distance of 45.00 feet; thence South 59°50'30" East a distance of 48.77 feet; thence South 42°44' East a distance of 49.04 feet; thence South 39°07'30" East a distance of 43.49 feet; thence South 58°00'30" East a distance of 90.47 feet; thence South 59°04'30" East a distance of 48.52 feet; thence South 69° East a distance of 87.14 feet; thence South

hence South 19°33' East a distance of 99.89 feet thence South 3°39'30" East a distance of 86.62 feet; thence South 59°11'30" East a distance of 93.0 feet; thence North 87°09' East a distance of 138.46 feet; thence South 51°45'30" East a distance of 32.0 feet; thence South 15°22'30" East a distance of 41.62 feet; thence South 29°15'30" East a distance of 41.01 feet; thence South 53°30'30" East a distance of 84.34 feet; thence South 60°05' East a distance of 67.01 feet; thence South 65°35' East a distance of 62.15 feet; thence South 64°37'30" East a distance of 111.93 feet; thence South 61°05'07" East a distance of 282.68 feet;

thence South 50°53' East a distance of 295.35 feet; thence South 56°06' East a distance of 373.50 feet; thence North 89°36' West a distance of 540.0 feet; thence South 21°49' East a distance of 10.42 feet; thence North 89°56' East a distance of 84.22 feet; thence South 16°46' East a distance of 93.66 feet; thence South 51°40' East a distance of 102.60 feet; thence South 45°32' East a distance of 130.10 feet; thence North 04°29'58" West a distance of 1638.77 feet; thence North 03°47'28" West a distance of 128.17 feet; thence North 04°28'02" West a distance of 800.20 feet; thence North 04°36'05" West a distance of 405.20 feet;

thence North 85°23'15" East a distance of 10.00 feet; thence North 04°36'05" West a distance of 1470.0 feet along the East section line of Section 35 to the Northeast Corner of Section 35;

line of Section 26; thence North 01°30' East a distance of 380.16 feet; thence North 01°40'50" East a distance of 192.25 feet to the Northeast 1/4 Corner of the Southeast 1/4 of Section 26; thence North 01°43'34" East a distance of 525.0 feet; thence North 0° a distance of 2110.0 feet along the East section line of Section 26 to the Northeast Corner of Section 26;

thence North 00° 07' West a distance of 1323.48 feet along the East section line of Section 23; thence North 89°26' East a distance of 827.38 feet; thence South 36°08' West a distance of 396.36 feet; thence South 38°27' West a distance of 534.57 feet; thence North 76°31' West a distance of 244.16 feet; thence South 81°18' West a distance of 411.48 feet; thence West 0° a distance of 599.91 feet; thence South 0°34' West a distance of 484.78 feet; thence North 72°12' West a distance of 33.82 feet; thence North 58°12' West a distance of 276.60 feet; thence North 59°00' West a distance of 359.50 feet; thence North 58°01' West a distance of 166.94 feet;

thence North 52°12' West a distance of 201.89 feet; thence South 23°08' West a distance of 51.26 feet; thence North 59°58' West a distance of 89.68 feet; thence North 71°15' West a distance of 108.65 feet; thence South 02°13' East a distance of 89.72 feet; thence South 89°57' West a distance of 1377.2 feet; thence South

distance of [illegible]
275.0 feet; thence South 89°44'30" West a distance of 183.29 feet; thence North 89°43' West a distance of 239.98 feet;

thence South 89°42'10" West a distance of 67.67 feet; thence South 23°53'34" East a distance of 425.46 feet; thence South 33°43' East a distance of 1002.80 feet; thence North 0°49' West a distance of 80.0 feet; thence East 0° a distance of 1337.16 feet; thence South 0° a distance of 460.0 feet; thence South 34°41' West a distance of 129.51 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 304.80 feet and a central angle of 23°39', a distance of 126.66 feet; thence South 58°20' West a distance of 71.22 feet to a point of curvature;

thence along the arc of said curve to the right having a radius of 328.93 feet and a central angle of 31°57', a distance of 183.41 feet; thence South 89°43' West a distance of 30.73 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 513.51 feet and a central angle of 14°42', a distance of 131.74 feet; thence North 75°01' West a distance of 37.26 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 131.28 feet and a central angle of 33°25', a distance of 76.56 feet to a point of curvature;

thence along the arc of said curve to the left having a radius of 58.69 feet and a central angle of 50°22', a distance of 48.95

ving a radius of 268.7 feet and a central angle of [illegible] distance of 106.32 feet to a point of curvature; thence along the rc of said curve to the left having a radius of 183.75 feet and a entral angle of 28°00', a distance of 90.22 feet to a point of urvature;

hence along the arc of said curve to the left having a radius of 2.23 feet and a central angle of 94°32', a distance of 20.18 feet; thence South 78°49' East a distance of 131.38 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 75.50 feet and a central angle of 72°04', a distance of 94.96 feet; thence South 68°32' East a distance of 144.47 feet; thence South 50°36' East a distance of 214.62 feet; thence South 74°00' East a distance of 340.00 feet; thence South 69°20' West a distance of 452.64 feet; thence South 48°44' West a distance of 135.00 feet;

thence South 0° a distance of 1095.13 feet; thence South 89°00' East a distance of 166.95 feet to the True Point of Beginning.

TABLE 1
STARWOOD CONSUMPTIVE USE
WATER DIVERSIONS AND DEPLETION REQUIREMENTS
All Values in Acre-Feet

Month	Percent Occupancy	Diversions			Depletions		
		In-House (1)	Domestic Irrigation (2)	Total (3)	In-House (4)	Domestic Irrigation (5)	Total (6)
January	100%	7.75	0	7.75	1.16	0	1.16
February	100%	6.99	0	6.99	1.05	0	1.05
March	100%	7.75	0	7.75	1.16	0	1.16
April	100%	7.48	0.68	8.16	1.12	0.57	1.70
May	100%	7.75	3.86	11.61	1.16	3.30	4.46
June	100%	7.48	5.57	13.05	1.12	4.75	5.86
July	100%	7.75	6.06	13.81	1.16	5.17	6.32
August	100%	7.75	4.36	12.12	1.16	3.75	4.89
September	100%	7.48	3.21	10.69	1.12	2.75	3.85
October	100%	7.75	2.86	10.62	1.16	2.46	3.62
November	100%	7.48	0	7.48	1.12	0	1.12
December	100%	7.75	0	7.75	1.16	0	1.16
TOTAL		91.62	26.70	117.71	13.65	22.65	36.30

Date: January 12, 1997
Wright Water Engineers, Inc.

Column Notes:

(1) 128 Total Equivalent Residential Units (EQR). Gals/EQR/day diverted = 638
(2) 8000 sf of lawn irrigation per EQR.
14.36 total acres irrigated by water supply.
(3) Column (1) + Column (2)
(4) 15% of (1) of in-house water is depleted, and the remainder returns to stream system.
(5) 85% of (2) is consumptively used.
(6) Column (4) + Column (5)

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ST[illegible]WOOD AUGMENTATION PL[illegible]

AUGMENTATION REQUIREMENTS

at FULL BUILDOUT

(VALUES IN A.F.)

MONTH	Depletion (1)	Delayed Depletion to Roaring Fork (2)	Transit Loss (3)	In Priority (4)	Augmentation Release (5)
November	1.12	3.62	0.07		0.00
December	1.16	1.12	0.02		0.00
January	1.16	1.16	0.02		0.00
February	1.06	1.16	0.02		0.00
March	1.16	1.06	0.02	NO	1.10
April	1.70	1.16	0.02		0.00
May	4.46	1.70	0.03		0.00
June	5.66	4.46	0.09		0.00
July	6.32	5.66	0.12	NO	5.90
August	4.66	6.32	0.13	NO	6.45
September	3.66	4.66	0.10	NO	4.90
October	3.62	3.66	0.08	NO	3.93
ANNUAL	36.36	36.36	0.73		22.44

WHE 1/1397

Notes:
(1) From Table 1 Column 6
(2) One month delay
(3) 2% x (2)
(4) Expected call on Junior Starwood Rights
(5) (2) + (3) when out of priority

C:\STARWOOD\STARAUG2.XLS

STANWOOD WELL No. 1
STANWOOD WELL No. 1
WHITE RIVER UNIT
WHITE RIVER UNIT
Creek
Gulch
Gulch
Gulch
Gulch
Trenton
SALVATION
ROARING FORK RIVER
SARDY FIELD
T5S

DISTRICT COURT, WATER DIVISION 5,
GARFIELD COUNTY, COLORADO
Court Address: 109 8th Street, Room 104
Glenwood Springs, CO 81601
Phone Number: 970-945-5075

CONCERNING THE APPLICATION FOR WATER RIGHTS OF STARWOOD WATER DISTRICT

In Pitkin County, Colorado.

Scott Balcomb, Atty. Reg. #: 1376
Sara M. Dunn, Atty. Reg. #30227
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602
Phone Number: 970-945-6546
Fax Number: 970-945-8902
E-mail: scott@balcombgreen.com
sarad@balcombgreen.com

FILED
IN COMBINED COURT
GARFIELD COUNTY, CO
JUL 19 2004
CLERK

▲ COURT USE ONLY ▲

Case No.: 92CW347
(Consolidated with 95CW302)

NOTICE OF TRANSFER OF CONDITIONAL WATER RIGHTS

COMES NOW the Applicant, Starwood Water District, by and through its attorneys, Balcomb & Green, P. C. and pursuant to Uniform Water Court Rule 9, hereby advises the Court, as follows:

1. By Decree dated August 10, 1998, Starwood Water District was the following conditional water rights: Starwood Pump Station in the amount of 1.0 cfs with a date of appropriation of September 1, 1992; Starwood Pond in the amount of 71.0 AF, with a date of appropriations of September 1, 1992; Starwood Well No. 5 in the amount of 200 gpm, with a date of appropriation of November 28, 1994; and Starwood Well No. 1 First Enlargement in the amount of 0.15 cfs, with a date of appropriation of June 14, 1994.

2. The Applicant, Starwood Water District ("Transferor") converted to Starwood Metropolitan District ("Transferee") pursuant to the Order entered on March 26, 2001, in Pitkin County District Court, Case No. 00CV231-2, a copy of which is attached hereto as Exhibit "A."

3. Transferor hereby gives notice of the transfer the above identified conditional water rights to Transferee.

4. The mailing address of Transferee is: Starwood Metropolitan District, 121 Stewart Drive, Aspen, Colorado 81611.

Respectfully submitted this 19th day of July, 2004.

BALCOMB & GREEN, P.C.

By Sara M Dunn
Scott Balcomb, #1376
Sara M. Dunn, #30227

Attorneys for Starwood Metropolitan District

CERTIFICATE OF MAILING

I hereby certify that I served a true and correct copy of the within Notice of Transfer of Conditional Water Rights by placing the same, postage prepaid, in the United States Mail, first class, addressed to:

Linda Bassi
Assistant Attorney General
1525 Sherman Street, 7th Floor
Denver, CO 80203

Paul J. Taddune, Esq.
Paul J. Taddune, P.C.
323 W. Main Street, Suite 301
Aspen, CO 81611

Stephen R. Connor, Esq.
P. O. Box 6240
Snowmass Village, CO 81615

John Ely
Pitkin County Attorney
530 E. Main
Aspen, CO 81611

Done this 19th day of July, 2004.

Kim Cassady, Legal Assistant

DISTRICT COURT, COUNT OF PITKIN STATE OF COLORADO 506 E. Main Street, Suite E Aspen, Colorado 81611	
IN RE: CONVERSION OF THE STARWOOD WATER DISTRICT TO A METROPOLITAN DISTRICT	▲ COURT USE ONLY ▲
Paul J. Taddune, Esq. Paul J. Taddune, P.C. 323 West Main Street, Suite 301 Aspen, Colorado 81611 Telephone: (970) 925-9190 Telefax: (970) 925-9199 E-Mail: taddune@compuserve.com Atty. Reg. No. 10824	CASE NO. 00 CV 231-2

ORDER CONVERTING THE STARWOOD WATER DISTRICT TO THE STARWOOD METROPOLITAN DISTRICT, SUBJECT TO THE CONDITIONS PRESCRIBED BY PITKIN COUNTY BOCC RESOLUTION NO. 015-2001.

It appearing to the Court that a question concerning the conversion of the Starwood Water District to the Starwood Metropolitan District was submitted to the electors of the Starwood Water District at the state general election conducted on November 7, 2000, as follows:

> "Shall the Starwood Water District convert to a metropolitan district to provide parks and recreation, safety protection, sanitation, street improvement, water, and such other metropolitan services?"

And it further appearing to the Court that a majority of the electors of the Starwood Water District voted in favor of the question and that upon the Certificate of Election Returns submitted in connection with such election, that said election was held according to the provision of Articles 1 to 13 of Title 1, C.R.S.

NOW THEREFORE, IT IS HEREBY ORDERED pursuant to the provisions of 32-1-1006(2)(b)(II), C.R.S., that the Starwood Water District shall be and the same is hereby converted

Exhibit
A

to the Starwood Metropolitan District, subject to the conditions prescribed by Pitkin County BOCC Resolution No. 32-1-1006(2)(b), which Resolution is incorporated herein by this reference.

Done this 26 day of March, 2001.

BY THE COURT:

District Court Judge

CERTIFICATE OF MAILING
I certify that a copy of
Foregoing was mailed to all
Counsel of Record
This 26th day of March 2001
Carol S. Abbott
TA0004/E

EXHIBIT 15-B2

DISTRICT COURT, WATER DIVISION 5, COLORADO 109 8TH STREET, SUITE 104 GLENWOOD SPRINGS, CO 81601 PHONE NUMBER: (970) 945-5075	FILED IN COMBINED COURT GARFIELD COUNTY, CO JAN 5 2009 CLERK
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **STARWOOD METROPOLITAN DISTRICT** IN PITKIN COUNTY, COLORADO.	▲ COURT USE ONLY ▲
Attorneys for Applicant: BALCOMB & GREEN, P.C. Scott M. Balcomb, Atty. Reg. # 1376 Sara M. Dunn, Atty. Reg. # 30227 Post Office Drawer 790 Glenwood Springs, CO 81602 Telephone: (970) 945-6546 E-mail: scott@balcombgreen.com sarad@balcombgreen.com	CASE NO. **08CW184**
FIRST AMENDED APPLICATION	

1. Applicant, Starwood Metropolitan District, pursunt to Colo. R. Civ. Pro. Rule 15 and Rule 4, Local Rules for all Water Courts, hereby respectfully submits its First Amended Application to the Application filed December 31, 2008, and states as follows:

2. The Application has not been published and the time for opposers to file their statements of opposition does not expire until February 28, 2009. Therefore, Applicant may amend its application as a matter of course, pursuant to Rule 15, Colo. R. Civ. Pro. and Rule 4, Local Rules for all Water Courts.

3. Applicant hereby amends its first claim for a surface water right for the Starwood Roaring Fork Diversion set forth in Paragraph I.3. of the Application filed on December 31, 2008 to include the diversion rate of 1.0 c.f.s, conditional. The remainder of the Application is unchanged.

4. Pursuant to and in accordance with C.R.S. §37-92-302(3)(a), Applicant will include the amount claimed in its resume notice to be published in the December 2008 resume.

Respectfully submitted: January 2, 2009.

BALCOMB & GREEN, P.C.

By _____ */s/ Sara M. Dunn*
Sara M. Dunn, Atty
Attorneys for Applicant,
Starwood Metropolitan District

VERIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

I, William L. Lorah, professional engineer with Wright Water Engineers, Inc., and on behalf of the Starwood Metropolitan District, being first duly sworn, upon oath, depose and say that I have read the foregoing First Amended Application, know the contents thereof, and that the same are true to the best of my information, knowledge, and belief.

WRIGHT WATER ENGINEERS, INC.

/s/ William L. Lorah
William L. Lorah, P.E.

Subscribed and sworn before me this 2nd day of *January*, 2009, by William L. Lorah, professional engineer with Wright Water Engineers, Inc.

Witness my hand and seal.
My commission expires: 8/25/2012

Notary Public
State of
Colorado
Colleen Hause

/s/ Colleen Hause
Notary Public

NOTE: This document was filed electronically. An original signature copy is available for inspection at the office of the originating attorney, pursuant to Colorado Rule of Civil Procedure 121, § 1-26.

EFILED Document
CO Garfield County District Court 9th JD
Filing Date: Dec 30 2008 3:53PM MST
Filing ID: 23105237
Review Clerk: Kathy Hall

DISTRICT COURT, WATER DIVISION 5, COLORADO 109 8TH STREET, SUITE 104 GLENWOOD SPRINGS, CO 81601 PHONE NUMBER: (970) 945-5075	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **STARWOOD METROPOLITAN DISTRICT** IN PITKIN COUNTY, COLORADO.	▲ COURT USE ONLY ▲
Attorneys for Applicant: BALCOMB & GREEN, P.C. Scott M. Balcomb, Atty. Reg. # 1376 Sara M. Dunn, Atty. Reg. # 30227 Post Office Drawer 790 Glenwood Springs, CO 81602 Telephone: (970) 945-6546 E-mail: scott@balcombgreen.com sarad@balcombgreen.com	CASE NO. **08CW**184
APPLICATION FOR SURFACE WATER RIGHT, CHANGE OF WATER RIGHT AND APPROVAL OF PLAN FOR AUGMENTATION	

1. Name, address, and home telephone number of applicant(s):

Starwood Metropolitan District
121 Stewart Drive
Aspen, Colorado 81611
(970) 925-8939

I. FIRST CLAIM – SURFACE WATER RIGHT

2. Decreed name of structure for which change is sought: **Starwood Roaring Fork Diversion.**

a. Legal description of point of diversion: the diversion point shall be situated on the right or east bank of the Roaring Fork River in the SW1/4 of the SW1/4 of Section 35, Township 9 South, Range 85 West of the 6th P.M., a distance of 300 feet north of the south section line and 900 feet east of the west section line, as depicted on the attached **Figure 1.**

b. Source: Roaring Fork River, tributary of the Colorado River.

c. Date of initiation of appropriation: June 30, 2008.

d. How appropriation was initiated: Formation of intent to appropriate, field investigation, analyses and study of feasible water sources; execution of Intergovernmental Agreement with the Pitkin County Board of County Commissioners.

e. Date water applied to beneficial use. N/A.

f. Use or proposed use: domestic, stockwater, fire protection, municipal, recreation and augmentation.

g. Names(s) and address(es) of owner(s) or reputed owners of the land upon which any new diversion or storage structure, or modification to any existing diversion or storage structure is or will be constructed or upon which water is or will be stored, including any modification to the existing storage pool: Pitkin County, Colorado, in care of John Ely, Esq., County Attorney, Pitkin County Attorney's Office, 530 E. Main Street, Suite 1, Aspen, CO 81611.

II. SECOND CLAIM: CHANGE OF WATER RIGHT

3. Decreed name of structure for which change is sought: **Stapleton Brothers' Ditch**, Priority No. 269, surface water right.

4. Information from previous decrees:

a. Case Number: Civil Action No. 3000.
Date decree entered: October 16, 1933.
Court: Pitkin County District Court, State of Colorado.

b. Decreed point of diversion: The point of diversion is located on the West Bank of Maroon Creek at a point whence the North 1/4 corner of Section 11, Township 10 South, Range 85 West of the 6th P.M., bears North 110 degrees 40' East a distance of 8,049.60 feet.

c. Source: Maroon Creek, tributary of the Roaring Fork River, tributary of the Colorado River.

d. Appropriation date and amount: June 30, 1904 for 8 c.f.s., absolute.

e. Historic use: The Stapleton Brothers' Ditch Priority No. 269 was decreed for irrigation of 400 acres of land owned by the Stapleton brothers in Sections 27, 28, 33 and 34, Township 9 South, Range 85 West of the 6th P.M., Pitkin

County, Colorado. *See* Civil Action No. 3000, Pitkin County District Court, Decree dated October 16, 1933. The Stapleton Brothers' Ditch water right was changed by decree entered January 31, 2005, in Case No. 99CW306 by the District Court, Division 5 Water Court, as follows:

> As part of its Airport Project, Pitkin County acquired 136 acres of land historically irrigated by the Stapleton Brothers' Ditch, and has used such lands for the expansion of the Aspen-Pitkin County Airport (the "Airport"). A map of the Airport area depicting lands historically irrigated by the Stapleton Brothers' Ditch Priority No. 269 is attached hereto as **Exhibit 1.**
>
> In Case No. 99CW306, the Court quantified the historical consumptive use of the Stapleton Brothers' Ditch water right on the 136 acres owned by Pitkin County. The Court found that the construction of the Airport and its subsequent expansion resulted in the dry-up of 136 acres yielding 220 acre feet per year of historical consumptive use credits as described in the following table from the Decree in Case No. 99CW306.

Table 1
SUMMARY OF HISTORICAL IRRIGATION CONSUMPTIVE USE FOR STAPLETON BROTHERS' DITCH FROM CASE NO. 99CW306 (in acre feet)

May	June	July	Aug	Sep	Oct	Annual
29.0	52.0	59.0	44.0	30.0	6.0	220.0

5. Proposed Change: The Starwood Metropolitan District has acquired a 13/44th interest in the 8.0 c.f.s. decreed to the Stapleton Brothers' which equates to 65 acre-feet of the 220 acre-feet of the consumptive use credits decreed in Case No. 99CW306 as follows:

Table 2
SUMMARY OF HISTORICAL IRRIGATION CONSUMPTIVE USE FOR STARWOOD METROPOLITAN DISTRICT'S PROPORTIONATE INTEREST IN THE STAPLETON BROTHERS' DITCH (in acre feet)

May	June	July	Aug	Sep	Oct	Annual
8.57	15.36	17.43	13.0	8.87	1.77	65.0

Applicant's 65 acre-feet of consumptive use credit resulted from the permanent removal of 40.18 acres of historically irrigated area by Pitkin County, as depicted in **Exhibit 2.** Pitkin County has executed a Dry-Up Covenant, a copy of which is attached hereto as **Exhibit 3**, ensuring the permanent dry-up of the 40.18

acres of historically irrigated acreage. A copy of the Special Warranty Deed from Pitkin County to Applicant, Starwood Metropolitan District, evidencing the conveyance of the consumptive use credits is attached hereto as **Exhibit 4.**

Starwood Metro District requests the right to divert its Stapleton Brothers' Ditch Priority 269 consumptive use water at the following alternate points of diversion:

a. **Starwood Roaring Fork Diversion:** A point of diversion proposed to be situated on the right or east bank of the Roaring Fork River in the SW1/4 of the SW1/4 of Section 35, Township 9 South, Range 85 West of the 6th P.M., a distance of 300 feet north of the south section line and 900 feet east of the west section line, as depicted on the attached **Figure 1**.

b. **Starwood Pump Station:** A point of diversion situated in the SW1/4 of Section 26, Township 9 South, Range 85 West of the 6th P.M., County of Pitkin, State of Colorado, said point being more particularly described as follows: A point from the Southwest Corner of said Section 26 bears South 20 degrees 16' West, 1337.50 feet.

c. **Starwood Well No. 5:** the NE1/4, SW1/4 of Section 26, Township South, Range 85 West of the 6th P.M. at a point 2215 feet North of the South section line and 1,460 feet East of the West section line of said Section 26.

d. **Starwood Well No. 1: First Enlargement:** the NE1/4, SW1/4 of Section 26, Township 9 South, Range 85 West of the 6th P.M. at a point 2220 feet North of the South line and 1420 feet East of the West line of said Section 26.

Applicant also seeks the right to place its Stapleton Brothers' Ditch Priority 269 consumptive use water into storage at the following location:

b. **Starwood Pond**: Decreed in Case No. 92CW347 (Consolidated with Case No. 95CW302) as being located within the 35 acre parcel described as a dam situated in section 26, Township 9 South, Range 85 West of the 6th P.M., County of Pitkin, State of Colorado, said dam being 70 feet in width, 35 feet on each side of the following described centerline: Beginning at a point whence the Southwest corner of said Section 26 bears South 23 deg. 17" 44" West, 3,273.16 feet thence:

South 87 deg. 33'05" West, 172.36 feet, thence;
South 38 deg. 14'22" West, 46.36 feet thence;
North 79 deg. 37'05" West, 52.71 feet, thence;
North 46 deg. 27'23" West, 203.68 feet, thence;

North 61 deg. 35'47" West, 104.84 feet, thence;
North 83 deg. 01'54" West, 125.61 feet, thence;
North 70 deg. 59'10" West, 112.45 feet to the point of terminus whence said Southwest corner of Section 26 bears South 10 deg. 04'16" West, 3,264.41 feet.

6. Uses: Applicant requests the right to use and reuse to exhaustion its 65 acre feet of Stapleton Brothers' Ditch Priority No. 269 consumptive use water for domestic, stockwater, fire protection, municipal, irrigation, recreation, augmentation and exchange purposes.

II. PLAN FOR AUGMENTATION

7. **Statement of Plan for Augmentation**. Applicant seeks to add its interest in the Stapleton Brothers' Ditch Priority No. 269 as a source of replacement water for its existing plan for augmentation decreed in Case No. 92CW347 (Consolidated with Case No. 95CW302).

8. Structures to be augmented:

a. **Starwood Pump Station**: The Starwood Pump Station consists of a gated diversion from Trentaz Gulch to a concrete storage vessel with an overflow back to Trentaz Gulch. An electric-driven pump, with an appropriate meter, will be set in the storage vessel and water will be pumped through an 8-inch line to the Starwood Pond

b. **Starwood Well No. 5**: Starwood Well No. 5 is used as a supplemental water supply for the Starwood potable water system.

c. **Starwood Well No. 1:** Starwood Well No. 1: First Enlargement supplements the domestic, in-house water supply for the Starwood Homeowners Association. Starwood Well No. 1: First was drilled in 1981 and was issued Well Permit No. 28249-F and was decreed in Case No. 81CW490 for 0.1 c.f.s. and enlarged in Case No. 92CW347 (consolidated with 95CW302) by an additional 0.25 c.f.s.

d. **Starwood Roaring Fork Diversion:** A point of diversion proposed to be situated on the right or east bank of the Roaring Fork River in the SW1/4 of the SW1/4 of Section 35, Township 9 South, Range 85 West of the 6th P.M., a distance of 300 feet north of the south section line and 900 feet east of the west section line, as depicted on the attached Figure 1.

9. Are there other water rights to be diverted from these structures? Yes.

10. Water rights to be used for augmentation: **Stapleton Brothers' Ditch Priority No. 269,** as described above. A copy of the diversion records for the Stapleton Brothers' Ditch is attached hereto as **Exhibit 5.**

11. Names(s) and address(es) of owner(s) or reputed owners of the land upon which any new diversion or storage structure, or modification to any existing diversion or storage structure is or will be constructed or upon which water is or will be stored, including any modification to the existing storage pool: Applicant.

WHEREFORE, Applicant respectfully requests this Court enter a Decree consistent with this Application.

Respectfully submitted: December 30, 2008.

BALCOMB & GREEN, P.C.

By */s/ Sara M. Dunn*
Scott M. Balcomb
Sara M. Dunn
Attorneys for Applicant

Exhibits and Attachments:

Figure 1:	Map of Starwood Roaring Fork Diversion – Alternate Points of Diversion and Place of Storage
Exhibit 1:	Historical Irrigation Map
Exhibit 2:	Dry-up Map
Exhibit 3:	Dry-up Covenant from Pitkin County
Exhibit 4:	Special Warranty Deed
Exhibit 5:	Diversion Records, Stapleton Bros. Ditch

VERIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

I, William L. Lorah, professional engineer with Wright Water Engineers, Inc., and on behalf of the Starwood Metropolitan District, being first duly sworn, upon oath, depose and say that I have read the foregoing Application for Approval of Plan for Augmentation, know the contents thereof, and that the same are true to the best of my information, knowledge, and belief.

WRIGHT WATER ENGINEERS, INC.

/s/ William L. Lorah
William L. Lorah, P.E.

Subscribed and sworn before me this *30th* day of *December*, 2008 by William L. Lorah, professional engineer with Wright Water Engineers, Inc.

Witness my hand and seal.
My commission expires: 8/25/2012

Notary Public
State of
Colorado
Colleen Hause

/s/ Colleen Hause
Notary Public

NOTE: This document was filed electronically. An original signature copy is available for inspection at the office of the originating attorney, pursuant to Colorado Rule of Civil Procedure 121, § 1-26.

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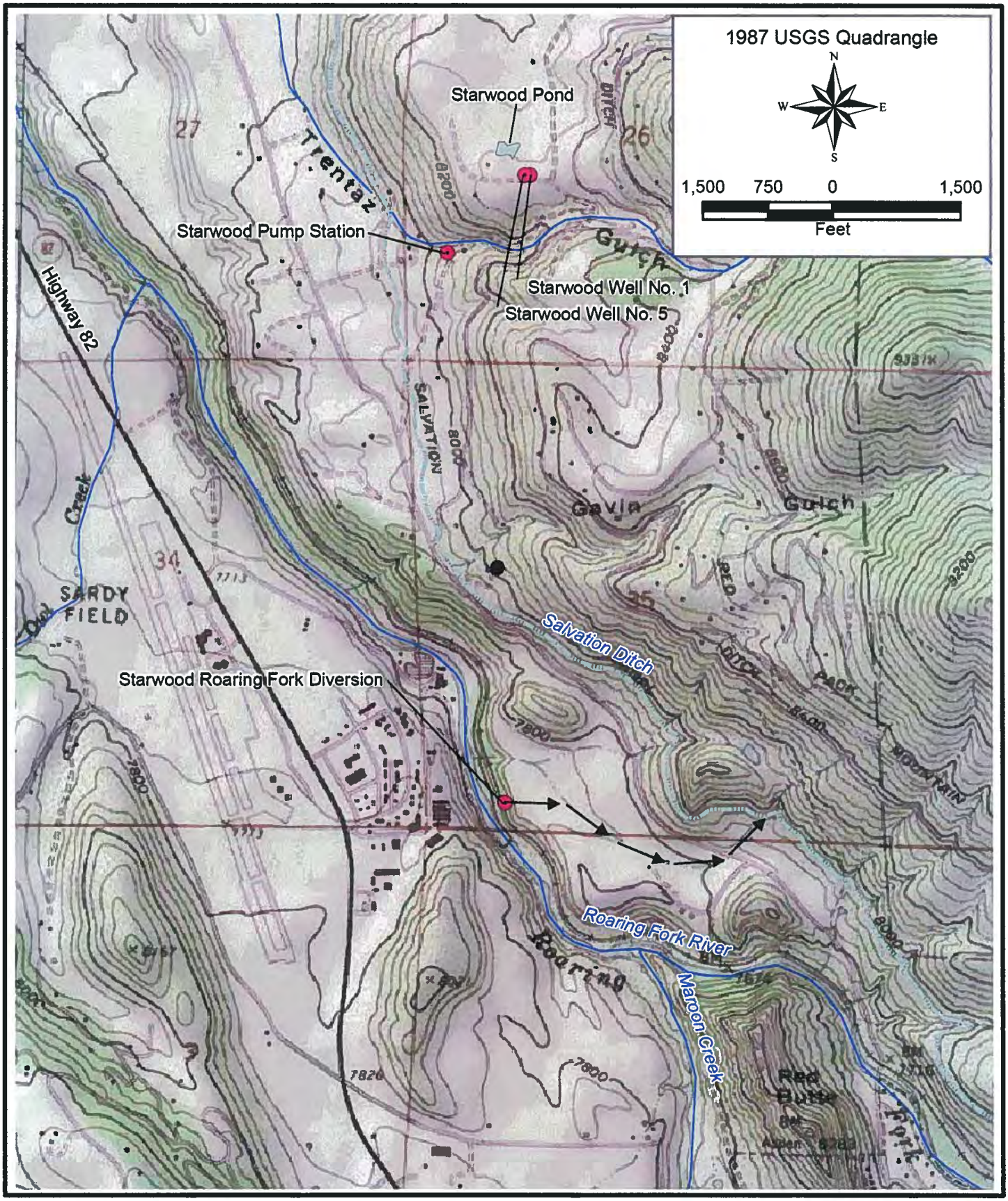


Wright Water Engineers, Inc. 818 Colorado Avenue, Suite 307 P.O. Box 219 Glenwood Springs, CO 81602 (970) 945-7755 TEL	Design BLL Detail BLL Check WLL Date 12/19/08 Scale 1"=1500'	*Starwood Metropolitian District* **Starwood Roaring Fork Diversion** **Townships 9-10 S., Range 85 W. of the 6th P.M.**	**FIGURE 1**

N

LEGEND

SBD — AREA HISTORICALLY IRRIGATED BY STAPLETON BROTHERS' DITCH

0 1000 2000 3000

SCALE - FEET (APPROX)

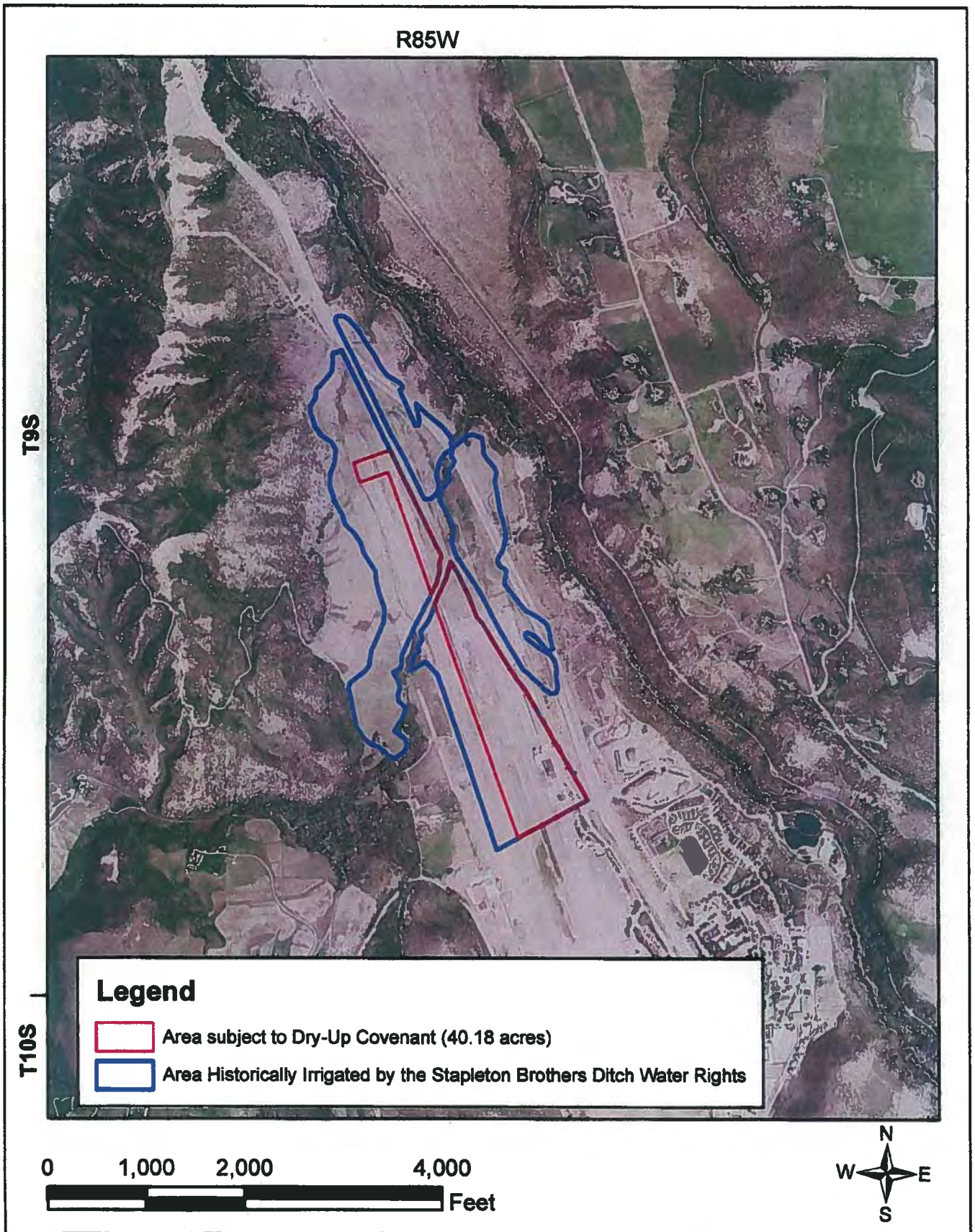
PITKIN COUNTY

AREAS HISTORICALLY IRRIGATED BY THE STAPLETON BROTHERS' DITCH

MARTIN AND WOOD WATER CONSULTANTS, INC

JOB NO 425 1 APRIL 18 2000

EXHIBIT 1



Job No.: 425.3 Date: 24-Dec-2008 Drawn: JPB Checked: JTW	Exhibit 2	40.18 acres Subject to Dry-Up Covenant with Starwood Metropolitan District	MARTIN AND WOOD WATER CONSULTANTS, INC	602 Park Point Drive Suite 275 Golden, CO 80401 (303) 526-2600 www.martinandwood.com

S:\425 - Pitkin Co\425.3 - Aug Plan\IA Map\SBD Dry-Up\Exhibit_2.mxd

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DRY-UP COVENANT

THIS DRY-UP COVENANT, made this 22nd day of December, 2008, by and between the Board of County Commissioners of Pitkin County, Colorado, whose address is Plaza 1, 1st Floor, Courthouse Plaza Building, 530 East Main Street, Aspen, Colorado 81611 ("Grantor") and the Starwood Metropolitan District, a special district organized and existing under the laws of the State of Colorado, whose address is 121 Stewart Drive, Aspen, Colorado 81611 ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor owns certain lands located in Pitkin County, as more particularly described in the attached **Exhibit 1** and collectively referred to as the "Airport Property". The Airport Property, together with other real property, was historically irrigated with the 8.0 c.f.s. decreed absolute to the Stapleton Brothers' Ditch, having Priority No. 269, with an appropriation date of June 30, 1904, in Civil Action No. 3000, entered October 16, 1933 by the Pitkin County District Court (hereinafter referred to as the "Stapleton Brothers' Ditch").

WHEREAS, the District Court, Water Division No. 5, entered a decree in Case No. 99CW306, which determined that the dry-up of 136 historically irrigated acres within the Airport Property made available 220 acre-feet per year of consumptive use credits under the Stapleton Brothers' Ditch. As part of the Water Court's Decree entered in Case No. 99CW306, the 136 historically acres may be subject to dry-up, re-vegetation, and noxious weed management requirements.

WHEREAS, Grantee has purchased 65 acre-feet of the consumptive use credits decreed in Case No. 99CW306, which equates to a $^{13}/_{44}^{th}$ interest in and to the 8.0 c.f.s. adjudicated in Civil Action 3000, Pitkin County District Court, for use within its integrated water supply system.

NOW THEREFORE, in consideration of the keeping of the promises and covenants contained herein and the mutual benefits to be derived therefrom, Grantor and Grantee hereby covenant and agree on behalf of themselves and their respective successors-in-interest as follows:

1. Grantor covenants and agrees to dry-up for the benefit of Grantee 40.18 acres historically irrigated by the Stapleton Brothers' Ditch water right of the Airport Property described in Exhibit 1 and further depicted on Exhibit 2 attached hereto. The area historically irrigated by the Stapleton Brothers' Ditch water rights, and area to be dried-up for the benefit of Grantee is depicted in the attached **Exhibit 2.**

2. Grantor agrees that Grantee may claim all consumptive use credits associated with the historical irrigation of the lands identified on Exhibit 2 as dried-up for the benefit of Grantee.

3. This dry-up covenant shall run with and inure to the benefit of the Grantee's water rights in the Stapleton Brothers' Ditch and be a burden on the Airport Property. This covenant shall become effective upon its recording by Grantee in the records of the Pitkin County Clerk & Recorder.

4. Grantor covenants and agrees to ensure that the dry-up depicted in Exhibit 2 will remain re-vegetated upon dry-up in compliance with State, County or Town requirements unless and until such time that they are otherwise fully developed for non-agricultural use and that the vegetation grown on the Airport Property will comply with any noxious weed management regulations. Grantor further covenants and agrees to comply with any

Exhibit 3

order or decree from the Division No. 5 Water Court, including but not by way of limitation, any provisions prohibiting irrigation of the property identified in Exhibit 2 and any provisions designed to accomplish the re-vegetation and noxious weed management of the property pursuant to C.R.S. §37-92-305(4.5)(a), which states: "The terms and conditions applicable to changes of water rights from agricultural irrigation purposes to other beneficial use shall include reasonable provisions designed to accomplish the re-vegetation and noxious weed management of land from which irrigation water is removed." In order to ensure compliance with the dry-up, re-vegetation and noxious weed management requirements that may be imposed by the decree, Grantor shall cooperate fully with Grantee and provide access at reasonable times to the property depicted in Exhibit 2 to enforce such compliance with the decree.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Dry-up Covenant as evidenced by their signatures below.

BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY

By: _____
Its: Chairman

ATTEST:
PITKIN COUNTY

By: _____
Its: Secretary

STARWOOD METROPOLITAN DISTRICT

By: Meg Haynes
Its: Executive Director

ATTEST:
STARWOOD METROPOLITAN DISTRICT

Meg Haynes
By: Meg Haynes
Executive Director

Approved as to form:
PITKIN COUNTY

By: John Ely
Its: Attorney

BALCOMB & GREEN, P.C.

Sara M Dunn
Scott M. Balcomb
Sara M. Dunn

N

LEGEND

SBD — AREA HISTORICALLY IRRIGATED BY STAPLETON BROTHERS' DITCH

0 1000 2000 3000

SCALE - FEET (APPROX)

PITKIN COUNTY

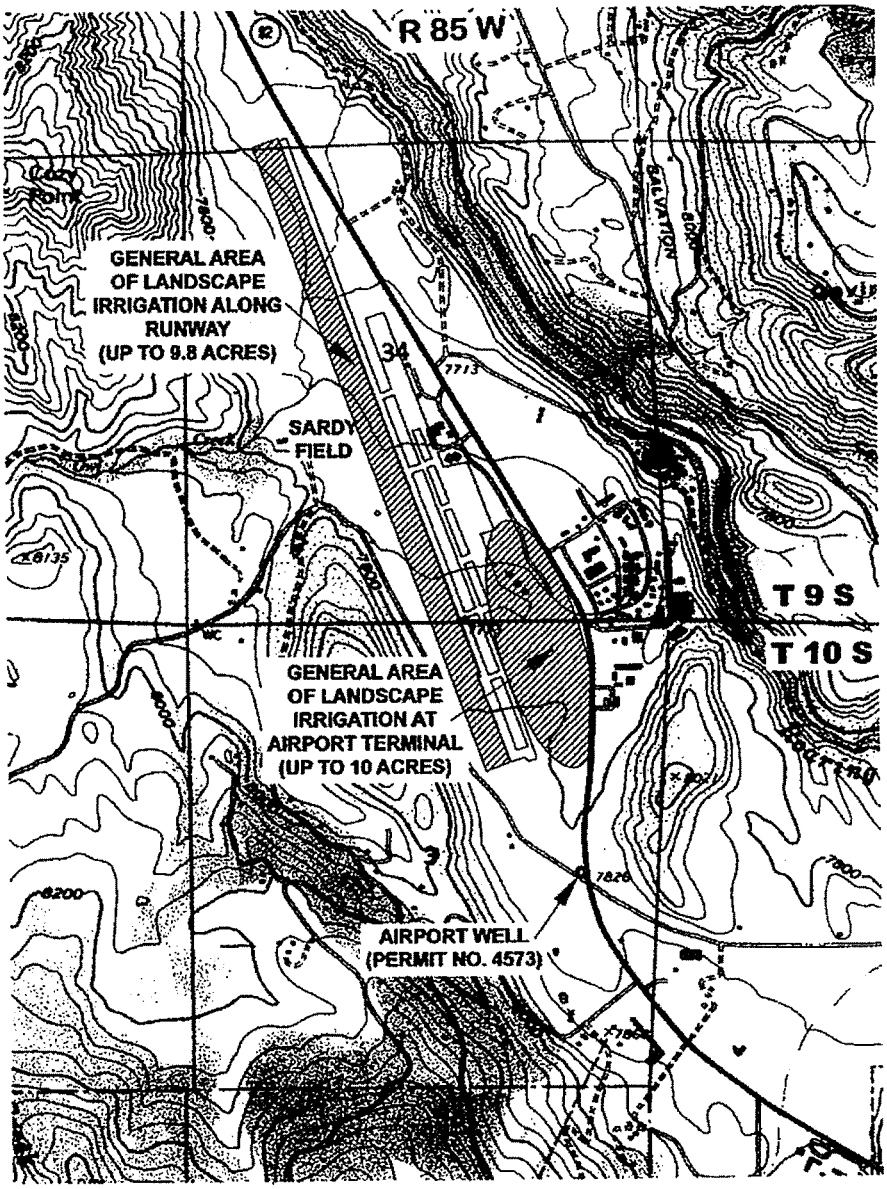
AREAS HISTORICALLY IRRIGATED BY THE STAPLETON BROTHERS' DITCH

MARTIN AND WOOD WATER CONSULTANTS, INC.

FIGURE 1

JOB NO. 425 1 APRIL 18 2000

EXHIBIT 1



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0 1000 2000 3000

SCALE - FEET (APPROX)

LOCATION MAP OF THE PITKIN COUNTY AIRPORT WELL

MARTIN AND WOOD WATER CONSULTANTS, INC.

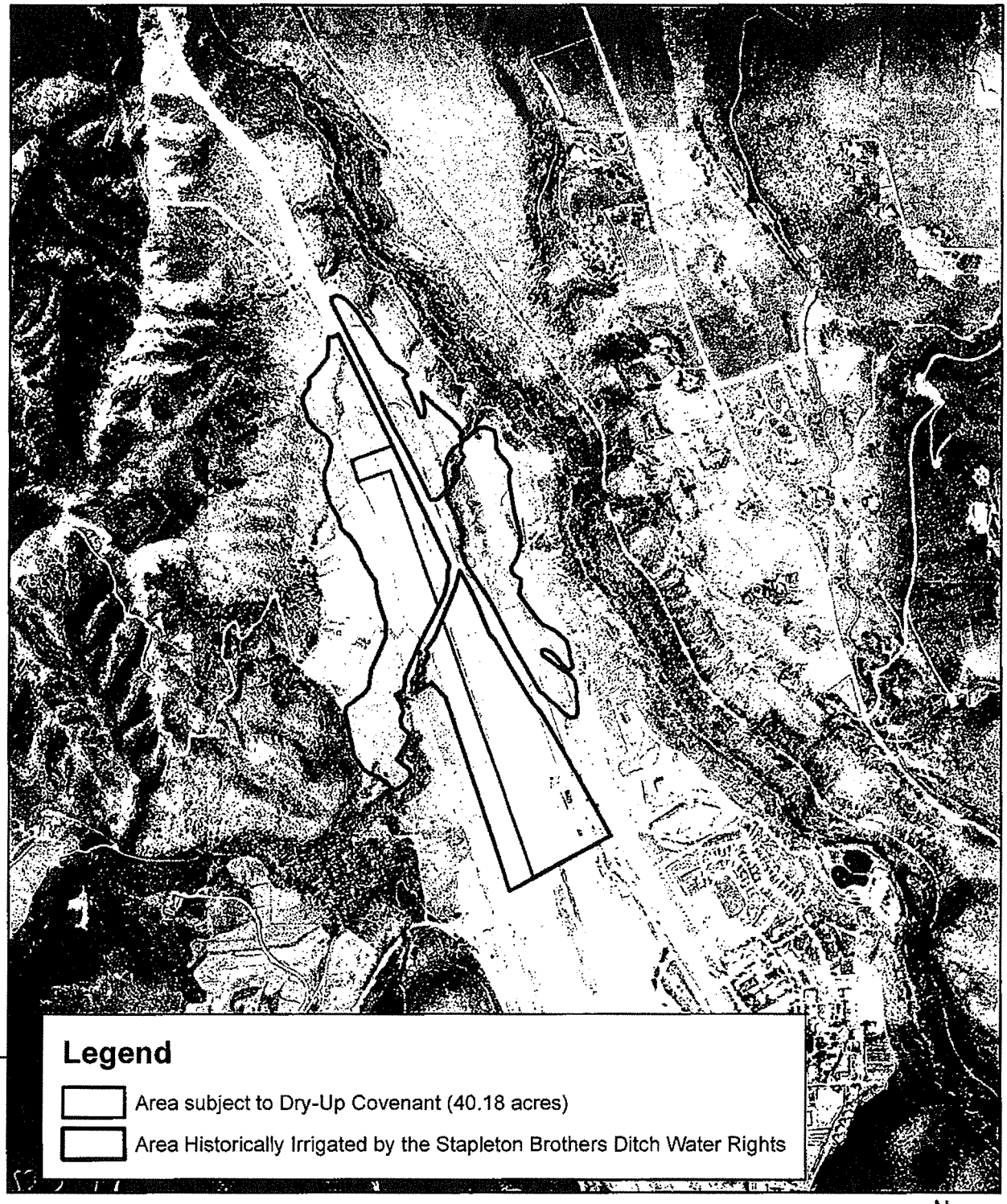
FIGURE 2

JOB NO. 425.1 JUNE 5, 2000

R85W

T9S

T10S



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Job No.: 425.3 Date: 24-Dec-2008 Drawn: JPB Checked: JTW	Exhibit 2	40.18 acres Subject to Dry-Up Covenant with Starwood Metropolitan District	MARTIN AND WOOD WATER CONSULTANTS, INC.	602 Park Point Drive Suite 275 Golden, CO 80401 (303) 526-2600 www.martinandwood.com

S:\425 - Pitkin Co\425.3 - Aug Plan\A Map\SBD Dry-Up\Exhibit_2.mxd

Copyright 2008 Martin and Wood Water Consultants, Inc. All Rights Reserved.

SPECIAL WARRANTY DEED

THIS DEED is made this 22nd day of December, 2008, between the **BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO** whose address is Plaza 1, 1st Floor, Courthouse Plaza Building, 530 East Main Street, Aspen, Colorado 81611 ("Grantor"), and **STARWOOD METROPOLITAN DISTRICT,** a special district organized and existing under the laws of the State of Colorado, whose address is 121 Stewart Drive, Aspen, Colorado 81611 ("Grantee"):

WITNESSETH that the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, the following water rights, together with improvements, if any, situate, lying and being in the County of Pitkin and State of Colorado, described as follows:

> An undivided 13/44th interest in and to the 8.0 cubic feet per second of the Stapleton Brothers' Ditch adjudicated in Civil Action 3000, Pitkin County District Court, on October 16, 1933, having Priority No. 269, and an appropriation date of June 30, 1904, as changed by the decree in Case No. 99CW306, District Court, Water Division No. 5 on January 31, 2005; together with an equal 65 acre-feet of water per year *pro rata* interest in the fully consumable consumptive use water credits as quantified and decree the decree in Case No. 99CW306.

TOGETHER with any and all hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date first written above.

Exhibit 4

BOARD OF COUNTY COMMISSIONERS
PITKIN COUNTY, COLORADO

By Jack Hatfield
Name: Jack Hatfield
Title: Chairman

ATTEST:

By Jeanette Jones
Name: Jeanette Jones
Title: ~~Secretary~~ Deputy County Clerk

RECEPTION#: 555335, 12/30/2008 at 09:16:48 AM,
1 OF 2, R $0.00 DF $0.00 Doc Code SPEC WD
Janice K. Vos Caudill, Pitkin County, CO

STATE OF COLORADO)
)
COUNTY OF PITKIN)

Acknowledged before me this 22nd day of December, 2008, by Jack Hatfield as Chairman and Jeanette Jones as ~~Secretary~~ Deputy Clerk of the Board of County Commissioners of Pitkin County, Colorado.

WITNESS my hand and official seal.
My Commission expires: My commission expires on: 05/24/2011

Jane A. Achey
Notary Public

Jane A. Achey NOTARY PUBLIC State of Colorado

After recording, return to:
Sara Dunn, Esq.
Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

TABLE 1

SUMMARY OF HISTORIC DIVERSIONS BY STAPLETON BROTHERS' DITCH

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	CALCULATED ANNUAL	WATER COMMISSIONER'S ANNUAL
1969	0	0	0	0	0	1,000	1,240	1,240	600	0	0	0	4,080	4,040
1970	0	0	0	0	240	1,200	1,220	1,220	0	0	0	0	3,880	3,880
1971	0	0	0	0	240	600	620	620	600	0	0	0	2,680	2,680
1972	0	0	0	0	744	720	744	744	720	0	0	0	3,672	3,672
1973	0	0	0	0	744	720	744	744	720	0	0	0	3,672	3,672
1974	-	-	-	-	-	-	-	-	-	-	-	-	-	3,432
1975	0	0	0	0	190	475	491	491	475	222	0	0	2,344	2,344
1976	0	0	0	0	190	475	491	491	475	475	0	0	2,597	2,597
1977	0	0	0	0	349	475	491	491	475	491	0	0	2,772	2,772
1978	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1979	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1980	0	0	0	0	0	475	491	491	475	491	0	0	2,423	2,423
1981	0	0	0	0	0	356	368	368	345	0	0	0	1,437	1,437
1982	0	0	0	0	0	356	368	368	333	0	0	0	1,425	1,425
1983	0	0	0	0	0	356	368	368	356	368	0	0	1,816	1,817
1984	0	0	0	0	202	356	368	368	356	368	0	0	2,018	2,019
1985	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1986	0	0	0	0	0	298	240	162	0	0	0	0	700	699
1987	0	0	0	0	337	595	615	615	595	595	0	0	3,352	3,352
1988	0	0	0	0	36	179	184	184	173	0	0	0	756	756
1989	0	0	0	0	135	238	246	214	0	0	0	0	833	833
1990	0	0	0	0	492	476	460	0	0	0	0	0	1,428	1,428
1991	0	0	0	0	0	714	643	369	286	0	0	0	2,012	2,011
1992	0	0	0	0	68	56	0	0	0	0	0	0	124	124
1993	0	0	0	0	0	139	290	195	150	155	0	0	929	929
1994	0	0	0	0	0	176	224	28	0	0	0	0	428	427
24-YR AVG	0	0	0	0	165	474	495	448	337	173	0	0	2,093	2,145 (25-YR AVG)

EXHIBIT 5

TABLE 2

SUMMARY OF WATER COMMISSIONERS' DIVERSION RECORDS FOR STAPLETON BROTHERS' DITCH

YEAR	FIRST DAY	LAST DAY	# OF DAYS OF DIVERSIONS	MAXIMUM RATE OF DIVERSION CFS	STRUCTURE CAPACITY CFS	ANNUAL DIVERSIONS ACRE-FEET	IRRIGATED AREA ACRES	WATER COMMISSIONERS' REMARKS
1969	06/06	09/15	101	20.0	-	4,040	200	NO MEASURING DEVICE
1970	05/20	08/31	104	10.0	10.0	3,880	400	NO RECORDER
1971	05/20	09/30	134	10.0	10.0	2,680	400	NO RECORDER
1972	05/01	09/30	153	12.0	12.0	3,672	200	"ABOUT HALF OF THE AMOUNT DIVERTED RAN DIRECTLY BACK TO OWL CREEK. OF THE ORIGINAL 400 ACRES IRRIGATED BY THIS DITCH, THE ASPEN AIRPORT AND OTHER DEVELOPMENT ACCOUNT FOR AN ESTIMATED 200 ACRES OR MORE."
1973	05/01	09/30	153	12.0	12.0	3,672	150	"ESTIMATE 1500.00 AF USE FOR IRRIGATION. ASPEN AIRPORT IS ON LAND PREVIOUSLY IRRIGATED BY THIS DITCH. ESTIMATE 10.0 AF USED AS DOMESTIC. ESTIMATE 2162 (OR 21.62 ?) SPILLS BACK INTO OWL CREEK MINUS LOSS IN TRANSPORTATION. SOME USE IN (STAPLETON DITCH 'OWL CREEK'.")
1974	-	-	143	12.0	12.0	3,432	50	"ESTIMATE 500 AF USED AND 2932 RELEASED INTO OWL CREEK."
1975	05/20	10/14	148	8.0	-	2,344	150	NO RECORDER OR MEASURING DEVICE
1976	05/20	10/30	164	8.0	15.0	2,597	126	NO RECORDER OR MEASURING DEVICE
1977	05/10	10/31	175	8.0	15.0	2,772	150	NO RECORDER OR MEASURING DEVICE
1978	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1979	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1980	06/01	10/31	153	8.0	15.0	2,424	150	NO RECORDER OR MEASURING DEVICE
1981	06/01	09/29	121	6.0	15.0	1,438	150	NO RECORDER OR MEASURING DEVICE
1982	06/01	09/28	120	6.0	15.0	1,426	150	NO RECORDER OR MEASURING DEVICE
1983	06/01	10/31	153	6.0	15.0	1,818	150	NO RECORDER OR MEASURING DEVICE
1984	05/15	10/31	170	6.0	15.0	2,020	150	NO RECORDER OR MEASURING DEVICE
1985	-	-	-	-	-	-	150	
1986	06/01	08/30	91	5.0	-	699	150	"USED FOR SNOWMAKING IN WINTER BUT NO RECORD AVAILABLE"
1987	05/15	10/30	169	10.0	-	3,352	150	"SNOWMAKING NOV. AND DEC."
1988	05/26	09/29	178	3.0	-	756	150	
1989	05/15	08/27	177	4.0	-	833	150	
1990	05/01	07/29	90	8.0	-	1,428	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING"
1991	06/01	09/24	116	12.0	-	2,011	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (38 AF)
1992	05/21	06/09	20	3.1	-	124	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (100 AF); "DITCH OFF EARLY FOR PIPE REPAIRS"
1993	06/12	10/31	142	4.9	-	929	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (11 AF)
1994	06/07	08/04	59	3.7	-	427	100	"ALSO SUPPLIES WATER TO BUTTERMILK FOR SNOWMAKING" (119 AF)
AVERAGE	05/23	09/27	134	-	-	2,145	159	

NOTES: (1) THE WATER COMMISSONERS' DIVERSION RECORDS INDICATE THAT THE STAPLETON BROTHERS' DITCH BEGAN TO DIVERT WATER FOR SNOWMAKING IN WATER YEAR 1986.

(2) ALL OF THE DATA PRESENTED IN THE MAIN BODY OF THIS TABLE RELATE TO THE IRRIGATION SEASON. ADDITIONAL WINTER DIVERSIONS FOR SNOWMAKING ARE SHOWN UNDER REMARKS WHERE RECORDS ARE AVAILABLE.

(3) WHILE THE DIVERSION RECORDS INDICATE AN AVERAGE OF 159 ACRES BEING IRRIGATED, THAT NUMBER HAS BEEN REDUCED TO 136 ACRES BASED ON REVIEW OF AERIAL PHOTOGRAPHS AND DISCUSSIONS WITH LADA VRANY.

EXHIBIT 15-B3

CONTRACT NO. 009D6C0001

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

REPAYMENT CONTRACT BETWEEN THE UNITED STATES
AND THE STARWOOD WATER DISTRICT

THIS CONTRACT, Made this 15th day of December, 1999, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the STARWOOD WATER DISTRICT, hereinafter referred to as the "Contractor."

WITNESSETH THAT

EXPLANATORY RECITALS:

a. WHEREAS, the United States has constructed Ruedi Reservoir and related facilities as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial conformance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. WHEREAS, Ruedi Reservoir was authorized to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado at times of Fryingpan-Arkansas Project diversions to the Arkansas River Basin in eastern Colorado, and to furnish regulatory storage capacity and water to users in western Colorado for any purpose recognized by the laws of the United States.

c. WHEREAS, the capital costs for the construction of Ruedi Reservoir are allocated among the authorized purposes, including $9,312,000 allocated to the regulatory purpose consisting of the initial construction cost plus interest during construction. Pursuant to Section 2

of the Act of August 16, 1962, as amended, this amount is reimbursable with interest in not more than 50 years from September 30, 1969, when Ruedi Reservoir was placed in service. Under the provisions of the Water Supply Act of 1958 (72 Stat. 297), interest charges on the $9,312,000 did not accrue for the 10-year period ending September 30, 1979. The $9,312,000 of costs allocated to the regulatory purpose are further allocated to Ruedi Reservoir Round I and Ruedi Reservoir Round II water sales and are $1,419,402 and $7,892,598 respectively. As of September 30, 1998, the uncontracted capital costs, including accrued interest, operation, maintenance, and replacement costs for Ruedi Reservoir allocated to Ruedi Reservoir Round II water sales, hereinafter referred to as Round II were $26,656,624.13.

d. WHEREAS, the Contractor desires to enter into a contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for a quantity of water from the regulatory capacity of Ruedi Reservoir and to repay the reimbursable costs associated therewith as more specifically provided herein.

e. WHEREAS, the United States desires to provide the quantity of water requested by the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior hereinafter the "Secretary" or his duly authorized representative.

b. "Contracting Officer" shall mean the Secretary of the Interior or his duly authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "Year" shall mean the period beginning January 1 and ending on the following December 31.

e. "Ruedi Reservoir" shall mean the dam, reservoir, and related facilities as presently constructed on the Fryingpan River above the Town of Basalt, Colorado, as a feature of the Fryingpan-Arkansas Project.

f. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit Project diversions at times when such diversions could not otherwise have been made because of simultaneous demands of senior diversions in western Colorado that existed on April 30, 1959, and as further defined in Section 6(a) of the Operating Principles, Fryingpan-Arkansas Project.

g. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes as further defined in Section 6(b) of the Operating Principles, Fryingpan-Arkansas Project.

h. "Municipal and industrial uses" shall mean use of water by municipalities, industrial users, commercial recreation entities, and other water user entities not engaged in commercial agricultural production.

I. "Commercial agricultural uses" shall mean water used primarily for the commercial production of crops and livestock which are the principle sources of income for the user of such water.

j. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including construction costs, interest during construction, accrued interest, and accrued unpaid annual operation, maintenance, and replacement costs, and interest thereon, and other appropriate costs allocable to the regulatory capacity.

k. "Operation and maintenance costs" shall mean those costs incurred to operate and maintain Ruedi Reservoir, including any administrative, overhead, or general expenses incurred by the United States, either directly or indirectly, in the operation and maintenance of Ruedi Reservoir and in the administration of this contract.

l. "Replacement costs" shall mean the costs incurred to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For the purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity, but shall not include costs to increase the capacity of Ruedi Reservoir or to expand the purposes for which it was originally authorized and constructed.

m. "Marketable yield" shall mean the 46,500 acre-feet of water estimated to be available from the regulatory capacity of Ruedi Reservoir, including the 7,850 acre-feet previously sold under Round I, and the remaining 38,650 acre-feet designated for the Round II water sales.

TERM OF THE CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated in accordance with the provisions of Article 8 hereof; Provided, However, That at the end of the initial 25-years of the term of this contract (year 2024), all terms and conditions, including the quantity of water contracted for herein, are subject to renegotiation at the determination of the Contracting Officer, based on Federal laws and policies in effect at that time; Provided, Further, That the Contractor shall, subject to fulfillment of all obligations hereunder, have a first right for the purposes stated herein to the quantity of water contracted for herein from the marketable yield of Ruedi Reservoir.

CONTRACTED WATER SUPPLY

3. a. The Contractor hereby contracts for 43 acre-feet of water annually from the marketable yield of Ruedi Reservoir for municipal and industrial use subject to the terms and conditions of this contract.

b. The United States shall not enter into any contract that will result in the total amount of water marketed from the reservoir exceeding the marketable yield, Provided, That the United States reserves the right to make short-term (5 years or less) sales or leases of water from the regulatory capacity of Ruedi Reservoir for purposes recognized under the laws of the United States and the State of Colorado, as long as such sales or leases do not impinge upon the Contractor's entitlement to take delivery of water contracted for herein or adversely affect the determination of the marketable yield.

c. The Contractor shall have no right to carryover storage of undelivered water from year to year under this contract.

CONTRACTOR'S REPAYMENT OBLIGATION AND OTHER COSTS

4. a. For the water supply contracted for herein, the Contractor shall repay a proportionate share of the capital costs allocable to Round II. As of September 30, 1998, the unpaid uncontracted capital costs allocable to Round II were $26,656,624.13. The Contractor's capital cost repayment obligation of $30,061.30 represents the Contractor's proportionate (43/[38,650 less previously marketed Round II water]) share of the unpaid capital costs allocable to Round II. The Contractor's capital cost repayment obligation shall be repaid in annual installments as shown in the following table:

Year	Amount	Principle	Interest	Balance
1999	1,901.00	1,901.00	0.00	28,160.30
2000	1,901.00	1,043.24	857.76	27,117.06
2001	1,901.00	1,075.01	825.99	26,042.05
2002	1,901.00	1,107.76	793.24	24,934.29
2003	1,901.00	1,141.50	759.50	23,792.79
2004	1,901.00	1,176.27	724.73	22,616.52
2005	1,901.00	1,212.10	688.90	21,404.42
2006	1,901.00	1,249.02	651.98	20,155.39
2007	1,901.00	1,287.07	613.93	18,868.33
2008	1,901.00	1,326.27	574.73	17,542.06
2009	1,901.00	1,366.67	534.33	16,175.39
2010	1,901.00	1,408.30	492.70	14,767.09
2011	1,901.00	1,451.19	449.81	13,315.89
2012	1,901.00	1,495.40	405.60	11,820.50
2013	1,901.00	1,540.95	360.05	10,279.55
2014	1,901.00	1,587.88	313.12	8,691.66
2015	1,901.00	1,636.25	264.75	7,055.41
2016	1,901.00	1,686.09	214.91	5,369.32
2017	1,901.00	1,737.45	163.55	3,631.87
2018	1,901.00	1,790.37	110.63	1,841.50
2019	1,897.59	1,841.50	56.09	0.00

b. The Contractor's first annual capital cost payment shall be due and payable upon execution of this contract, and thereafter, shall be due and payable on January 1 of each subsequent year until payment of the capital cost obligation is complete.

c. If, subsequent to the execution of this contract, additional capital costs are incurred for the regulatory capacity of Ruedi Reservoir, the Contractor shall pay a proportionate share of such additional costs allocable to Round II, as determined by the Contracting Officer, which share shall be in direct proportion to the contracted water supply specified in Article 3.a. above. Payment of such additional costs shall be upon such terms and conditions as determined by the parties hereto, based on Reclamation policies and laws in effect at the time. Prior to incurring such costs, the Contracting Officer shall notify the Contractor in writing of any necessary additional capital costs, including the basis for such costs and the Contractor's estimated proportionate share thereof.

d. The Contractor's capital cost obligation is a fixed obligation of the Contractor and is payable as provided for herein whether or not the quantity of water contracted for in Article 3.a. above is available for delivery to the Contractor.

e. In addition to the capital cost repayment obligation, the Contractor shall also pay a proportionate share of the actual annual reimbursable operation, maintenance, and replacement (OM&R) costs allocable to the marketable yield. The Contractor's share of the actual annual reimbursable OM&R costs shall be in direct proportion to the contracted water supply specified in Article 3.a. above to the 46,500 acre-foot marketable yield.

f. The annual OM&R charges shall be based on the Federal Fiscal Year (October 1 through the following September 30) accounting. Payment for the current fiscal year, as adjusted for actual OM&R charges for the previous fiscal year, shall become due and payable on or before January 1 of each year.

g. The annual OM&R charge will be due and payable upon execution of this contract and thereafter shall be due and payable on or before January 1 of each subsequent year of the term of this contract. The first Fiscal Year's charges, if less than a full Fiscal Year, shall be prorated on a monthly basis beginning with the first calendar month following execution of this contract. The annual OM&R charge will be based on estimates prepared by the Contracting Officer. In the event the estimated OM&R costs fall short of the actual OM&R costs, or whenever it is determined by the Contracting Officer that a deficit will occur after January 1 of the Fiscal Year, supplemental notices may be issued by the Contracting Officer requesting additional funds to cover such shortfall or deficiency. Funds not expended during the Fiscal Year will be carried over and applied as a credit against the Contractor's charges for the following Fiscal Year.

h. No water will be delivered at any time the Contractor is in default of any payment required pursuant to this contract. The Contractor shall make all payments required pursuant to this contract whether or not the quantity of water specified in Article 3.a. above is available for delivery and whether or not the Contractor is capable of using the water delivered or scheduled for delivery.

I. Payments shall be made to a certain bank by a medium specified by the Contracting Officer, by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify and as are readily available to the Contractor for its use.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor shall submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water for the following 12 months. The Contractor shall revise said schedule as necessary to reflect its expected demand schedule based on current hydrologic conditions. Notwithstanding the above, the Contractor shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery of water or a change in the delivery schedule shall be in writing. Orders which cannot be transmitted in writing due to urgency or emergency situations may be telephoned to the Contracting Officer's designated representative, Provided, That such orders shall be confirmed in writing by the Contractor.

b. The Contracting Officer will notify the Contractor and the Division No. 5 Engineer, Colorado Division of Water Resources, of the date, time, and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. The delivery of water pursuant to this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir. All delivery of water shall be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the Contractor from Ruedi Reservoir will be measured at the outlet works of Ruedi Reservoir by the Contracting Officer with equipment owned, operated, and maintained by the United States. The United States will not be responsible for control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the delivery point, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor.

d. The Contractor will not be responsible for the storage of water in or operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify, and hold the Contractor harmless from and against all claims, demands, and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

e. The United States reserves the right to release the water contracted for herein from an alternate reservoir or reservoirs, Provided, That such releases from an alternate reservoir or reservoirs shall neither diminish the water supply contracted for herein nor affect the Contractor's ability to use the water for the purposes, at the location and at the time(s) as contemplated herein.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract will be used for municipal and domestic purposes to augment existing well depletions from Starwood Well No. 1, Starwood Well No. 5, and Starwood Well No. 1 (first Enlargement), all located in the NE1/4 SW1/4 of Section 26, T. 9 S., R. 85 W., sixth principal meridian; and replace out of priority diversions from the Roaring Fork River. Place of use will occur within the Starwood Water District boundaries located in Sections 23, 26, 27, and 35, T. 9 S., R. 85 W., sixth principal meridian, Pitkin County, within the Colorado River Basin in the State of Colorado.

b. Lease, sale, donation, or other such disposal of any of the water contracted for herein shall require prior written approval of the Contracting Officer, Provided, That a municipal contractor may distribute the water contracted for herein to it's customers and charge it's customers such rates as permitted under Colorado law.

WATER SHORTAGE AND APPORTIONMENT

7. a. The Contracting Officer shall operate the Project in accordance with the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. Water delivered pursuant to this contract is provided from the regulatory capacity of Ruedi Reservoir. Should shortages occur to the regulatory capacity, as determined by the Contracting Officer, based on schedules furnished pursuant to Article 5.a. above, such shortages will be apportioned among the Ruedi Reservoir contractors in the following manner: first, deliveries to all temporary and short-term contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; second, deliveries to all Round II contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; third, deliveries to all Round I municipal contractors will be proportionately reduced up to 30 percent of their respective contracted amounts; and finally, deliveries to all Round I contractors will be reduced up to 100 percent of their respective contracted amounts based on contract execution dates with the earliest date having highest priority; Provided, That the deliveries to all contracts with the same execution dates shall be proportionately reduced up to 100 percent of their respective remaining contracted amounts.

c. In administering shortage conditions, the Contracting Officer may require the Contractor to submit revised schedules pursuant to Article 5.a. above. The Contracting Officer reserves the right to limit the amount of water available for delivery under this contract to the amount specified in such revised schedules. Should any revised schedule require less than the total amount of water under contract by an individual contractor to meet the Contractor's expected demands, the Contracting Officer reserves the right to use all or any portion of the

water not so scheduled by the Contractor for redistribution to other contractors to mitigate the effects of the shortage. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, either direct or indirect, arising out of such shortage.

d. No adjustment will be made in the payments required pursuant to this contract as a result of the Contracting Officer's inability to deliver water requested for delivery by the Contractor due to shortage conditions.

TERMINATION OF WATER DELIVERIES

8. Delivery of the water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Provided, that water deliveries hereunder shall not cease unless such failure or violation continues 60 days after the United States gives the Contractor written notice to remedy the failure or violation.

TERMINATION OF THE CONTRACT

9. a. This contract may be terminated and the delivery of water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Except, That this contract may not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice of such failure or violation.

b. The contractor may terminate this contract at the end of any year by providing written notice of such termination to the United States pursuant to Article 11 below not less than 90 days prior to the effective date of termination, Provided, That such termination must be necessitated by the Contractor's inability to meet the payments required hereunder due to the applicability of Amendment No. 1 (Tabor). Upon any such termination, the United States may make the water supply contracted for herein available to other contractors, or reallocate the contracted water supply to other purposes, and the contractor has no prior claim or right to enter into a contract for such water supply or any portion thereof in the future.

ENVIRONMENTAL COMPLIANCE

10. a. Compliance with the provisions of the National Environmental Policy Act (NEPA), as amended, and the Endangered Species Act (ESA), as amended, are a prerequisite to execution of this contract. The general environmental impacts associated with the Ruedi Reservoir Round II water marketing program under the preferred alternative with conservation measures are described in the Final Supplemental Environmental Statement (FSES) dated August 1, 1989. Additional compliance may also be required on a site-specific basis and shall be the responsibility of the United States using data and other information provided by the Contractor. The Contractor shall provide the necessary data and information and a site-specific mitigation plan, if required, to the Contracting Officer for approval. The data, information, and mitigation

cover those environmental impacts associated with the Contractor's diversions and on-site use of Ruedi Reservoir water. All costs associated with the preparation, approval, and implementation of NEPA and ESA compliance and mitigation plans, including costs incurred by the United States, shall be the responsibility of the Contractor.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA and ESA compliance or mitigation measures which may be required by the United States as the result of such changes and all associated costs, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall make advance payment for costs to be incurred by the United States which are the Contractor's responsibility under this Article 10.

NOTICES

11. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed postage prepaid, or delivered to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed postage prepaid or delivered to the Contractor, Starwood Water District, c/o President, 121 Stewart Drive, Aspen, Colorado 81611. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF CONTRACT

12. a. No assignment or transfer of this contract or any rights or interests herein shall be valid until approved in writing by the Contracting Officer.

b. The United States reserves the right to enter into agreements with third party agents for the administration of this contract, Provided, That such agreements shall not adversely affect the rights of the Contractor to receive the water contracted for under this contract.

STANDARD CONTRACT ARTICLES

13. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

A. Charges for Delinquent Payments

B. General Obligation--Benefits Conditioned Upon Payment

C. Contingent on Appropriation or Allotment of Funds

D. Officials Not to Benefit

E. Books, Records, and Reports

F. Rules, Regulations, and Determinations

G. Quality of Water

H. Water and Air Pollution Control

I. Water Conservation

J. Equal Opportunity

K. Compliance With Civil Rights Laws and Regulations

L. Uncontrollable Forces

M. Medium for Transferring Payments

IN WITNESS WHEREOF, the parties hereto have executed this contract supplement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Area Manager
Eastern Colorado Area Office

STARWOOD WATER DISTRICT

By Meg Haynes
president
Title

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

On November 30, 1999, before me, Julia A. Johnston

_____ appeared Meg Haynes,

the person(s) whose name(s) (is)(are) subscribed to the within instrument

and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

JULIA A. JOHNSTON NOTARY PUBLIC STATE OF COLORADO (SEAL)

Julia A. Johnston
Notary Public

My commission expires: 09-26-2001

EXHIBIT A

CONTRACT NO. 009D6C0001

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain

fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any water rates due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of water rates as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-

leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other - party's books and records relating to matters covered by the contract.

F. COMPLIANCE WITH RECLAMATION LAWS

The parties agree that the delivery of irrigation, municipal-domestic, or industrial water and the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

Within 18 months of the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals following the acceptance of the Contractor's program, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based upon the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. PRIVACY ACT COMPLIANCE

1. All contractors purchasing water for irrigation use are subject to the provisions of this article. The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

2. With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

3. The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

4. The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64, and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

5. The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as authority for the request.

M. UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

EXHIBIT 15C

Basalt Water Conservancy District
Summary of Upper Reach Contracts
(2008/09 Annual Operating Plan)

Number Index	Contract No.	Contract Name	Contract Amount (AF)	BWCD Case No.
1	22a	LAZY GLEN H.O.A.	22.5	87CW155
2	55	MYERS AND COMPANY	2.75	87CW155
3	60a	STARKEY	1	87CW155
4	61c	OATES	10.2	87CW155
5	91	LAMBERT	1	98CW026, 98CW089
6	92c	APOGEE ASSOCIATES	3.9	Private Aug Plan
7	123	COATES	3.3	Private Aug Plan
8	126a	EUBANK	3.9	Private Aug Plan
9	138a	STARWOOD RANCH H.O.A.	2.5	Private Aug Plan
10	148	ROCKY MOUNTAIN INSTITUTE	8.5	Private Aug Plan
11	149c	W/J Metro District	26.6	Private Aug Plan
12	182	KITTLE	2.9	02CW077
13	185b	CITY OF ASPEN	0.2	Private Aug Plan
14	199	ASPEN VIL. RIV. HOMES H.O.A.	10	01CW305
15	201b	DAVIS	1	01CW305
16	210a	HARPER	7.3	Private Aug Plan
17	216b	CALLE PERFECTO BUSINESS PARK LLC	1.18	01CW305
18	222a	ELK WALLOW RANCH. LLC	10	Private Aug Plan
19	224	PITKIN GROUP INVESTMENTS, INC.	0.2	Private Aug Plan
20	225	JOHNSON	6.2	Private Aug Plan
21	228	WOODY CREEK PASTURES	8.75	Private Aug Plan
22	231b	McCOMBS/McNAB	3.5	Private Aug Plan
23	234	HO	11.4	02CW077
24	235a	GATEWAY METRO DISTRICT	17	Private Aug Plan
25	244	McDONOUGH	4	01CW305
26	245b	COATES	1.5	01CW305
27	249b	ROARING RIVER RANCH LLC	17.8	Private Aug Plan
28	256	RISNER	12.1	Private Aug Plan
29	262	KOUTSOUBOS	1.7	Private Aug Plan
30	271a	ROARING FORK CLUB LLP	16.4	Private Aug Plan
31	272	PNEUMATIC SCALE CORP	3	Private Aug Plan
32	281	COLLINS	2	Private Aug Plan
33	289	GERBAZ	0.7	98CW026, 98CW089
34	290	S-G LAND CO., LLC	0.7	98CW026, 98CW089
35	294	DOUBLE X QTR CIRCLE RANCH HOA	1.2	98CW026, 98CW089
36	298	ASPEN VALLEY SCHOOL DIST	1	Private Aug Plan
37	303	COMPASS for LIFE	2	Private Aug Plan
38	308	PEARL	0.9	Private Aug Plan
39	311	PANICHI	0.3	Private Aug Plan
40	320a	WATERMAN	7	01CW305
41	321c	APPLECREEK MANAGEMENT CO	3.5	01CW305
42	325	BROOK	1	01CW305
43	331	KANE	3.4	Private Aug Plan
44	341a	ASPEN PRESERVE HOA	1.8	Private Aug Plan
45	358a	HOLLAND HILLS	3	Private Aug Plan
46	361	HYDE	3.1	Private Aug Plan

Number Index	Contract No.	Contract Name	Contract Amount (AF)	BWCD Case No.
47	362	CDOT	76.2	02CW077
48	373	STONE	0.6	Private Aug Plan
49	380a	BAUM	3.4	02CW077
50	382b	ASPEN VALLEY RANCH, LLC	1.4	Private Aug Plan
51	386	WOODY CREEK HOA	2.2	Private Aug Plan
52	388	PITKIN COUNTY	5.3	02CW077
53	393	DEANE	1.7	Private Aug Plan
54	397	PITKIN COUNTY	25	Private Aug Plan
55	399	THORNE	0.3	Private Aug Plan
56	404a	TOPPINO/HOWE	4.9	Private Aug Plan
57	405a	BUCK	0.8	Private Aug Plan
58	407	EDGERLY	0.2	Private Aug Plan
59	409	BUTTERMILK METRO DISTRICT	50.1	Private Aug Plan
60	417	BARRY-WEHMILLER GROUP, INC.	11.7	Private Aug Plan
61	418	BRAUN	4	Private Aug Plan
62	421a	BAYER	1	Private Aug Plan
63	424	LAZY GLEN HOMEOWNERS ASSN	0.2	01CW305
64	434	WINDSTAR LAND CONSERVANCY	1	Private Aug Plan
65	435	MORROW	7.2	02CW077
66	438a	RIVER WOODS HOLDINGS, LLC	0.1	01CW305
67	439a	BACHRODT	0.1	02CW077
68	440a	BOSELY	0.1	01CW305
69	441b	STRAIT BOTTOM RANCH LLLP	0.1	01CW305
70	445	ROLL INTERNATIONAL CORP	15	Private Aug Plan
71	446a	CHAPARRAL ASPEN AH CONDO ASSN	0.3	Private Aug Plan
72	450	DELISE	1.2	Private Aug Plan
73	451	KIRIANOFF	2.2	01CW305
74	452	FIVE WINDS INVESTMENTS, LLC	2.2	02CW077
75	453	ROARING FORK I, LLC	0.2	Private Aug Plan
76	456	BISHOP-GARDNER-LEE	6.4	Private Aug Plan
77	460	COLLINS	25.3	Private Aug Plan
78	461	MORNINGSTAR OWNERS ASSOCIATION	8.4	Private Aug Plan
79	462	FIVE WINDS INVESTMENTS, LLC	2.2	02CW077
80	463	VESS	1	Private Aug Plan
81	467	WEBER	0.6	02CW077
82	470	2075 MCLAIN FLATS, LLC	2.2	02CW077
83	473	O'CONNELL	2.5	02CW077
84	475a	GRANT	5.3	02CW077
85	477	BOOHER	1	02CW077
86	478	WATER VIEW APARTMENTS LLC	1.8	02CW077
87	481	ROGERS	5.8	Private Aug Plan
88	482	CHAPARRAL ASPEN AH CONDO ASSN-DUPLEX INC	0.3	02CW077
89	483a	PITKIN IRON HOA	2.1	02CW077
90	484	WEINGARTEN	4.3	02CW077
91	485	BEIRNE	0.6	Private Aug Plan
92	486	WIGHT	9	Private Aug Plan
93	487	2053 MCCLAIN FLATS ROAD, LLC	3.6	02CW077
94	488	KATZ	1.6	Private Aug Plan
95	489	TANGUAY	1.3	Private Aug Plan
96	490	RED BUTTE RANCH HOA AND RBR 12 LLC	1.5	Private Aug Plan
97	492	WAGMAN	4.3	02CW077

Number Index	Contract No.	Contract Name	Contract Amount (AF)	BWCD Case No.
98	493	WIEBEN RANCH LLC	2	Private Aug Plan
99	496	NESSLEIN	0.6	Private Aug Plan
100	499a	COATES	1.4	02CW077
101	508	2556 LOWER RIVER ROAD LLC	5	02CW077
102	511	LG ASPEN, LLC	1	Private Aug Plan
103	512	GARDNER	6.7	Private Aug Plan
104	516	SOLOMON	3.8	02CW077
105	517a	CREEKSIDE AT OLD SNOWMASS	2.3	Private Aug Plan
106	520	1720 McLAIN FLATS ROAD, LLC	0.2	Private Aug Plan
107	524	RED BUTTE RANCH HOA	8.6	02CW077
108	528	ROARING FORK CLUB LLC	9.3	Private Aug Plan
109	529	PATRICK/WENDEL	2.1	02CW077
110	530	3282 BEACH CLUB DRIVE FAMILY TRUST	20.5	Private Aug Plan
111	531	RANCH AT ROARING FORK HOA, INC.	18.1	Private Aug Plan
112	534	BOUDREAU	2.1	02CW077
113	540	ASPEN VALLEY RANCH, LLC	0.8	Private Aug Plan
114	545	EUBANK	0.3	02CW077
115	546	SMITH	10.9	02CW077
116	548	SILVERMAN	1.8	Private Aug Plan
117	549	DART FAMILY PARTNERSHIP	11.2	02CW077
118	551	PEW	2	02CW077
119	553	HAGMAN	0.6	02CW077

Notes:

1) Case Nos. 01CW305 and 02CW077 are pending in Water Court. Contract are currently in District's TSSP.
2) Contract 528 and 531 have pending private augmentation plans but are currently in the District's TSSP.

EXHIBIT 15D

Basalt Water Conservancy District

Pitkin County Water Rights Donations to Colorado Water Conservation Board

HB08-1280

Stapleton Brothers Ditch

RESOURCE ENGINEERING INC.

I. CWCB Proposal

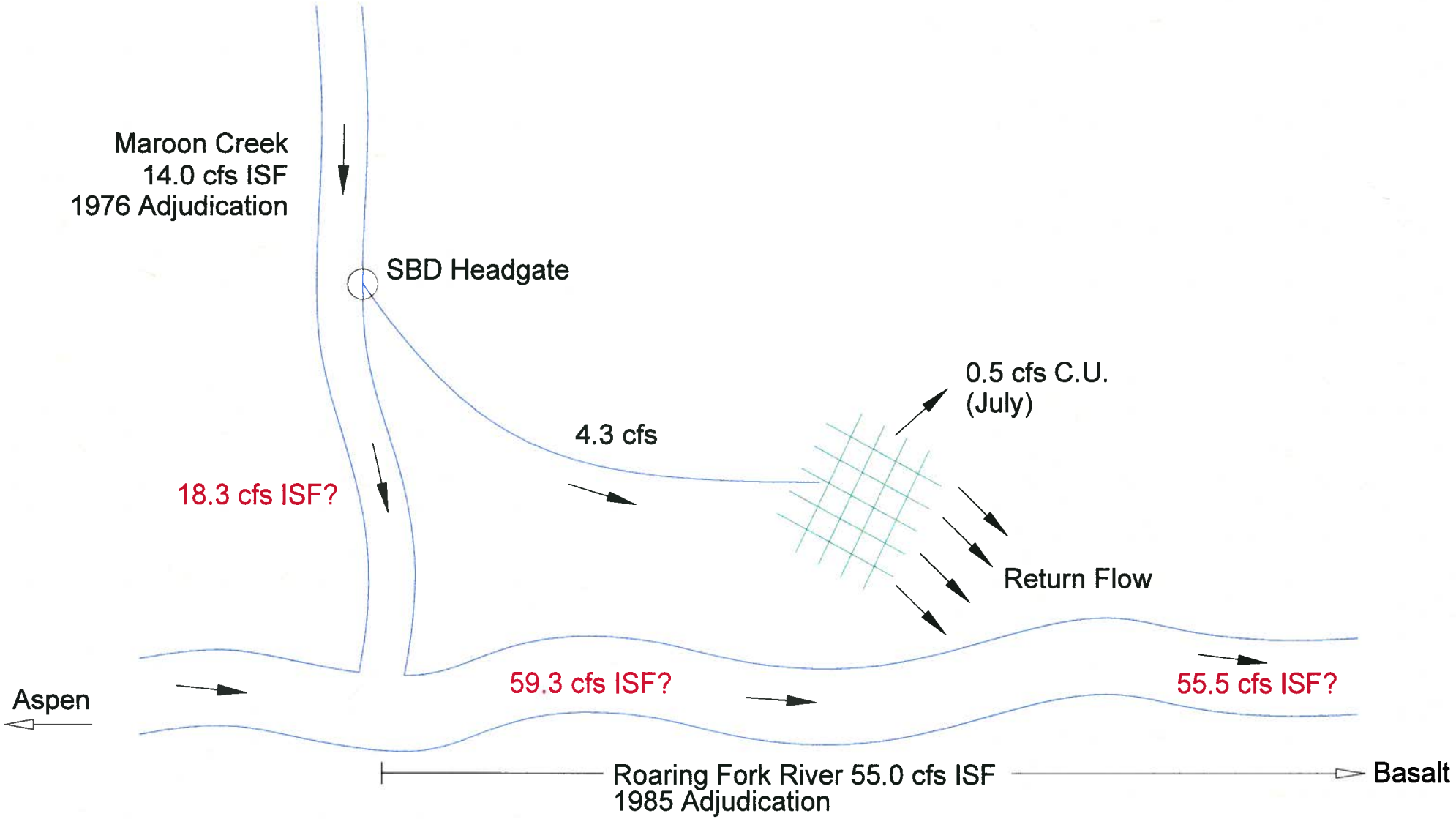
1. Acquire senior agricultural rights (4.3 cfs Stapleton Brothers Ditch).

2. Change use to include instream flow (ISF) purposes.

3. Stack the senior changed right with CWCB's junior ISF right for the purpose of "…bolstering the existing 1985 ISF appropriation with a 1904 appropriation…"[1]

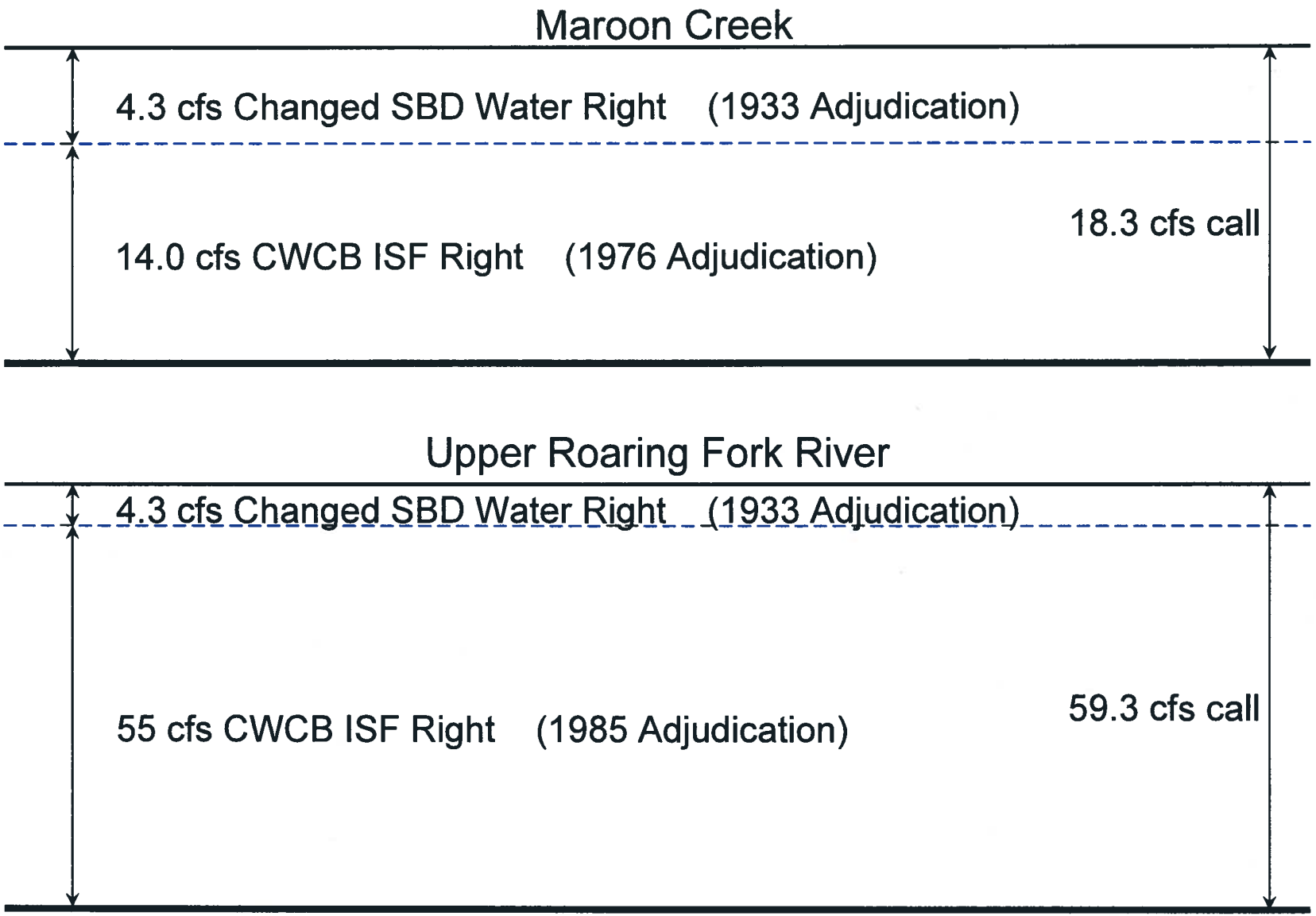
[1]From CWCB Staff Memo to CWCB Board Members Dated 01/20/09.

Stapleton Brothers Ditch, Change to ISF



RESOURCE ENGINEERING INC.

II. CWCB's Proposed Stacking



Not to Scale

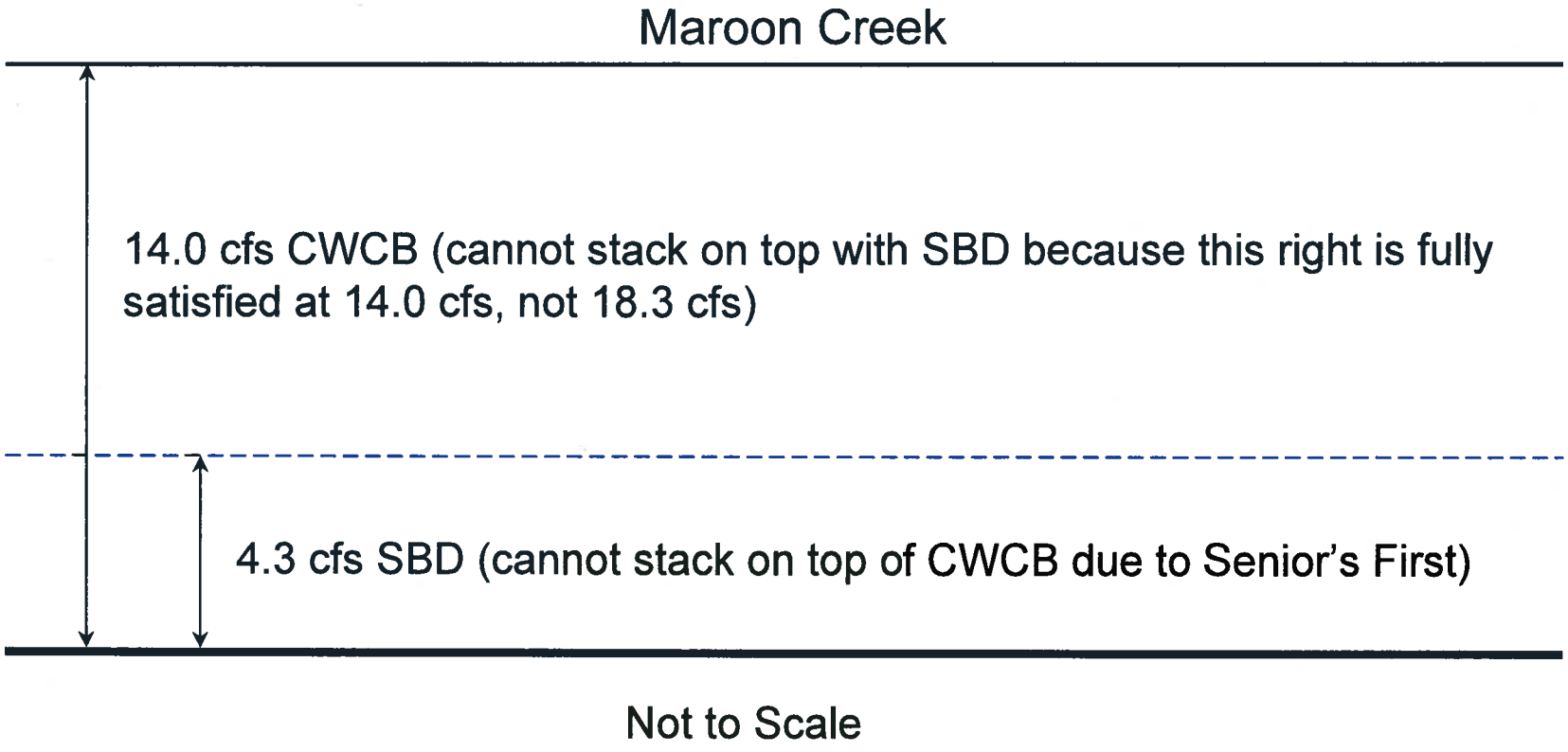
RESOURCE ENGINEERING INC.

III. Potential Injury to BWCD Marketing Program

1. BWCD contract pools have limited exchange potential up the Roaring Fork River above Basalt due to 55 cfs ISF water right.

2. Any increase in ISF due to stacking will further limit exchange potential. The "stacked" priorities are senior to BWCD's appropriative rights of exchange.

IV. CWCB cannot "Stack" ISF water rights with Stapleton Brothers Ditch Water Right.



RESOURCE ENGINEERING INC.

V. Stapleton Brothers Ditch is relatively junior in priority (1933); it will be out of priority by mid-July through October due to Cameo Call.

1. With conversion of SBD from agricultural use to instream flow purposes, it loses its historic protection as a "Preferred Use" under the Green Mountain Reservoir Historic User Pool.

   - SBD will be placed on call by Cameo demand approximately mid July through October during dry year.
   - When in priority and available for ISF purpose, streamflows in Maroon Creek and Roaring Fork River remain well above CWCB ISF rights. See Figures 1 and 2.

Figure 1

Maroon Creek below SBD Headgate:

- When SBD is in priority for ISF, flows are greater than 33 cfs.
- Even in a critical dry year (1977, 1 in 50), streamflows below SBD remain well above 4.3 cfs on Maroon Creek (i.e. cannot place an upstream call)

Figure 1. Maroon Creek below Stapleton Brothers Ditch
Dry Year Hydrograph (1977, 1 in 50 dry)

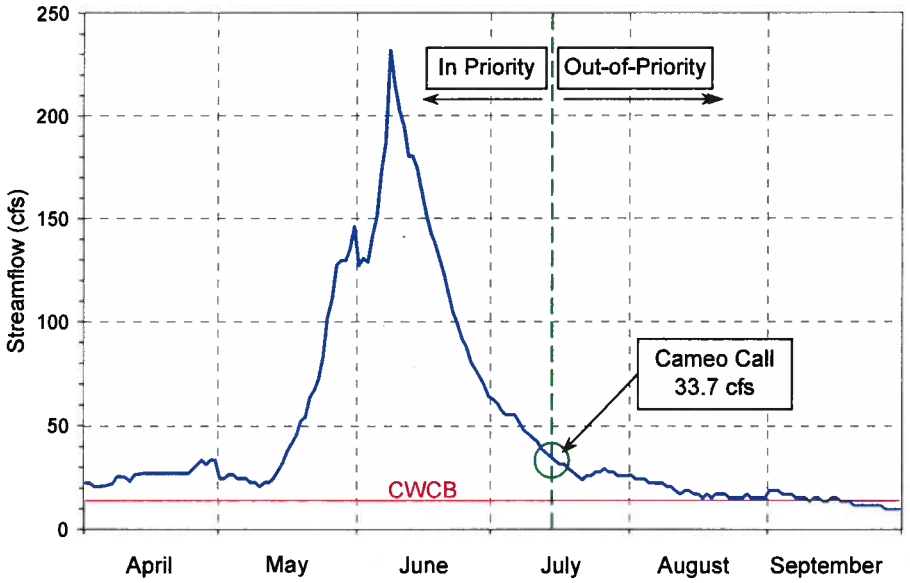
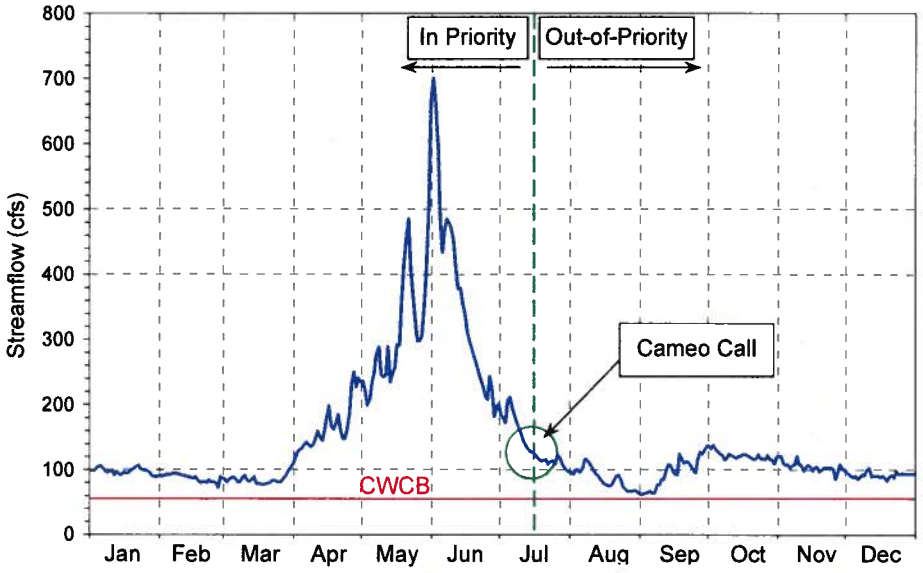


Figure 2

Roaring Fork River at ABC gage:

- When SBD is in priority for ISF, flows are greater than 100 cfs.
- Even in a critical dry year (2002, 1 in 100+), streamflows remain well above CWCB ISF of 55 cfs (i.e. cannot place an upstream call)

Figure 2. Roaring Fork River at ABC Gage
Dry Year Hydrograph (2002, 1 in 100+ dry)



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VI. Stream Enhancement?

1. Assumptions

- CWCB can stack its ISF and SBD rights.
- Streamflows in Lower Roaring Fork River within its critical reach near Basalt are less than the CWCB's 55 cfs ISF.
- In August 2002, RESOURCE surveyed the Roaring Fork River channel and measured stream discharge. Streamflow = 44.7 cfs.
- Add Pitkin County's SBD August C.U. of 23.9 AF (99CW306) or 0.39 cfs to flow = 45.09 cfs (stacking the rights).

Note: If Water Rights were properly administered in 2002, flows at Basalt would have been in excess of 55 cfs.

VI. Stream Enhancement?

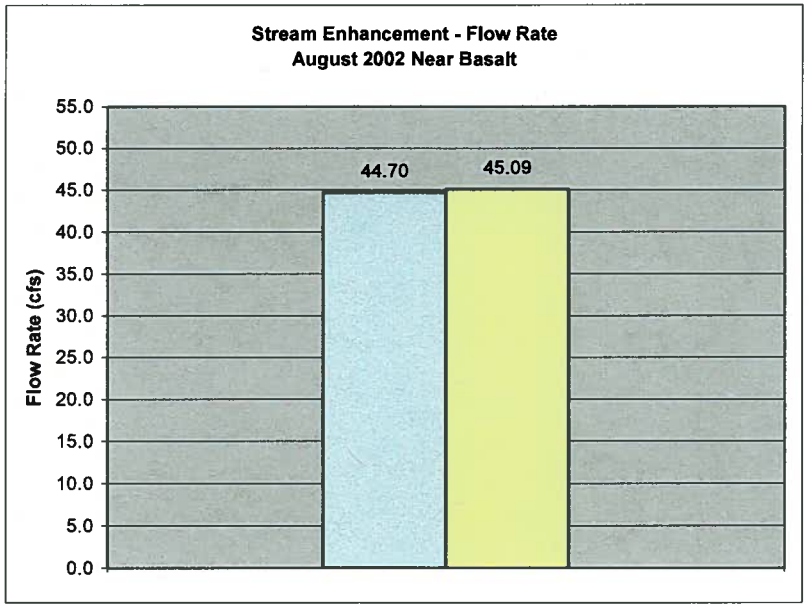
2. Hydraulic Changes to Streamflow at 45.09 cfs from 44.7 cfs:

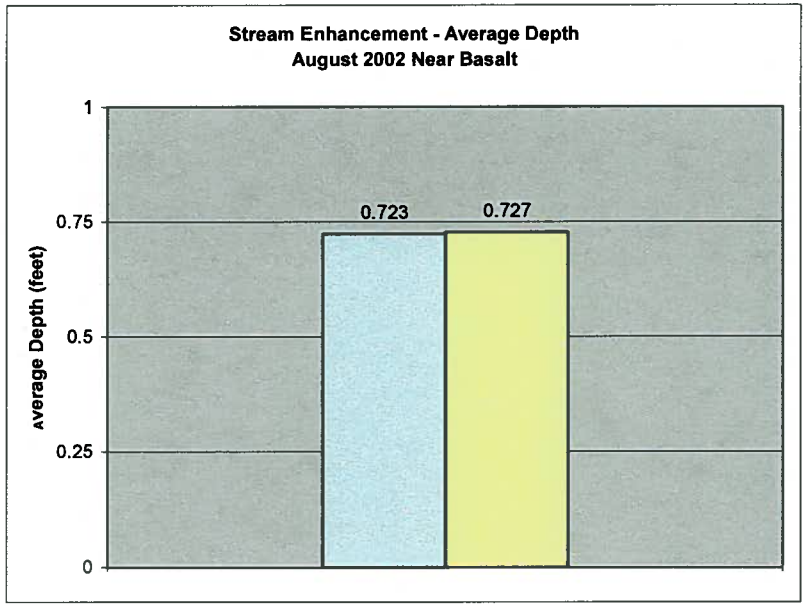
- Average Depth: 0.723 feet to 0.727 feet (increase of 0.05 inch)
- Average Velocity: 1.180 ft/s to 1.183 ft/s
- Wetted Perimeter: 53.18 feet to 53.24 feet (0.06 ft or 0.72 inches)

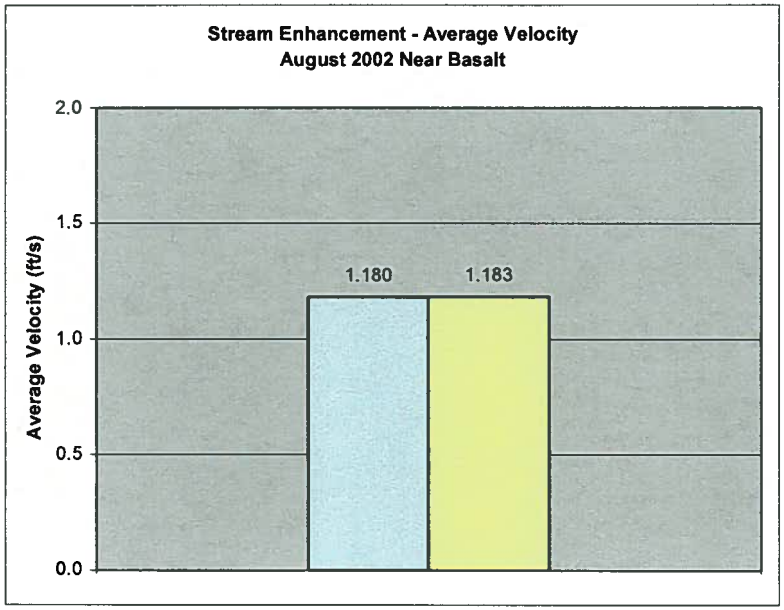
Table 1
Changes in Hydraulic Parameters for 0.5 cfs Increments in Flow Rate

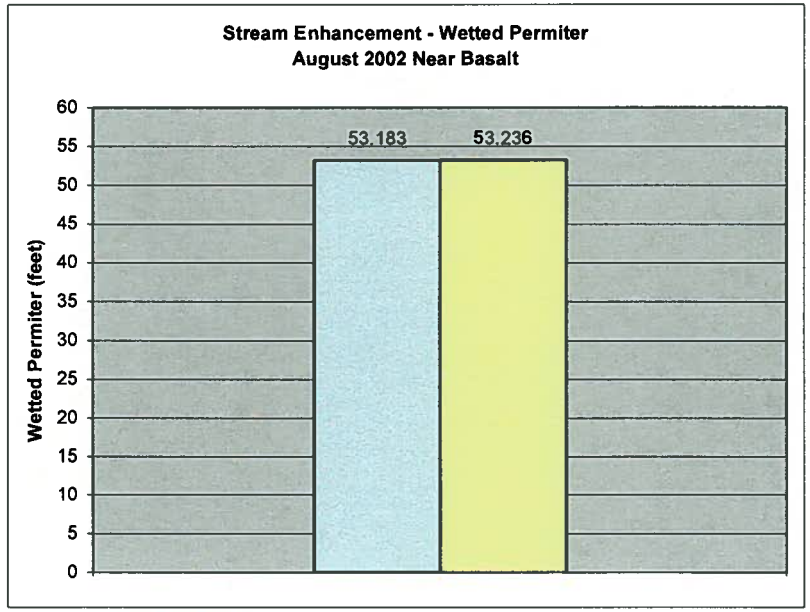
Flow Rate (cfs)	Average Velocity (ft/s)	Average Depth (ft)	XS Area (ft^2)	Hydraulic Radius (ft)	Wetted Perimeter (ft)	Notes
44.700	1.180	0.723	37.915	0.713	53.183	Field measured values
45.000	1.181	0.726	38.096	0.716	53.228	Calculated values
45.090	1.183	0.727	38.129	0.716	53.236	Calculated values
45.500	1.186	0.731	38.352	0.720	53.291	Calculated values
46.000	1.191	0.736	38.623	0.724	53.358	Calculated values
46.500	1.196	0.742	38.894	0.728	53.425	Calculated values

Roaring Fork River near Basalt, CO
Stream Enhancement, SBD Dry-up









= Flow Rate Measured August 2002

= Flow Rate Measured August 2002 + SBD C.U.

RESOURCE ENGINEERING INC.

VI. Stream Enhancement?

3. To raise the average flow depth by 1 inch would require 8.55 cfs (see Table 2) resulting in:

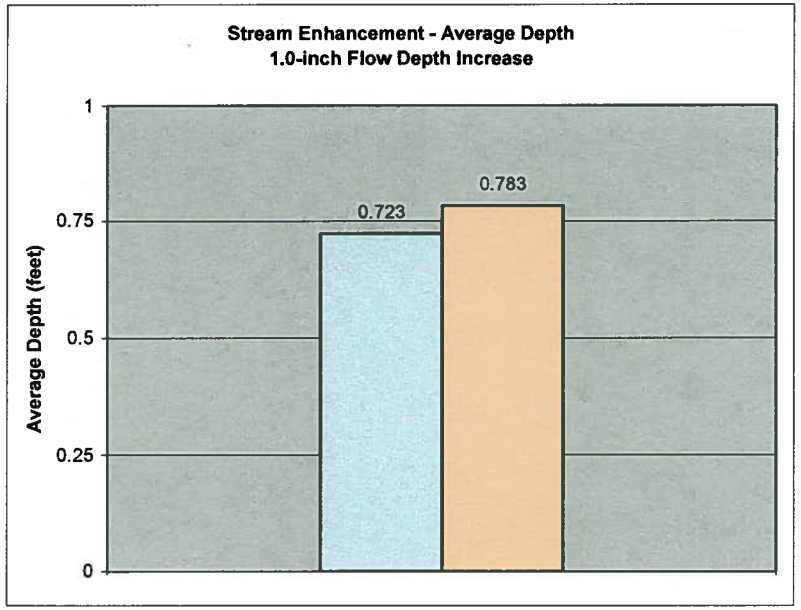
   - Average Depth: 0.723 feet to 0.806 feet (increase of 1 inch)
   - Average Velocity: 1.180 ft/s to 1.255 ft/s
   - Wetted Perimeter: 53.18 feet to 54.21 feet (1.03 ft or 12.3 inches)

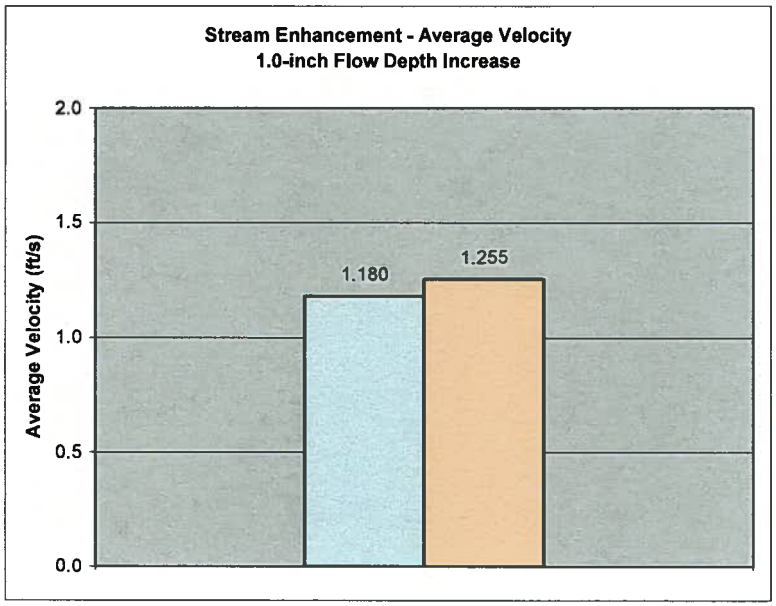
Table 2
Changes in Hydraulic Parameters for 0.5 inch Increments in Average Flow Depth

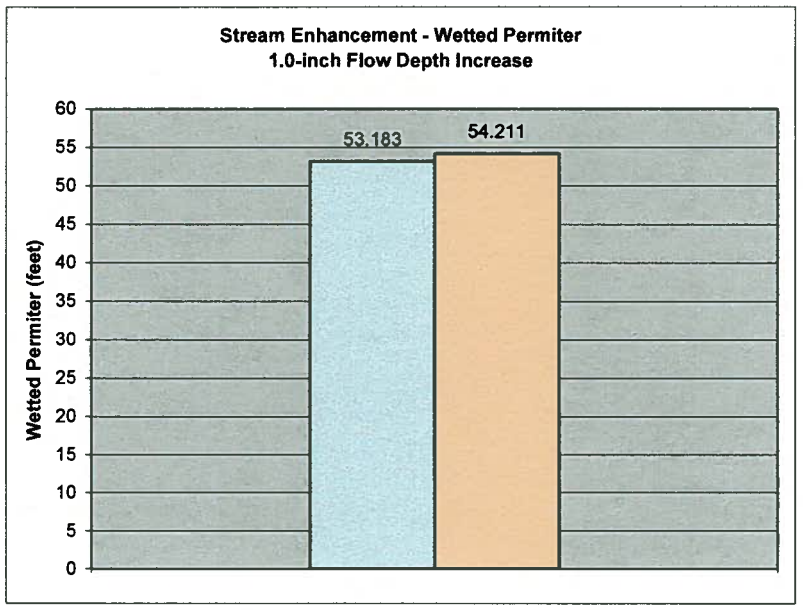
Average Depth (ft)	Average Velocity (ft/s)	Flow Rate (cfs)	XS Area (ft^2)	Hydraulic Radius (ft)	Wetted Perimeter (ft)	Notes
0.723 ft	1.180	44.700	37.915	0.713	53.183	Field measured values
+ 0.5"	1.219	49.008	40.212	0.749	53.664	Calculated values
+ 1.0"	1.255	53.254	42.439	0.783	54.211	Calculated values
+ 1.5"	1.290	57.657	44.690	0.816	54.758	Calculated values
+ 2.0"	1.335	63.553	47.614	0.859	55.441	Calculated values

Roaring Fork River near Basalt, CO
Stream Enhancement, 1,400 Acres Dry-up

To raise the Roaring Fork River by one inch, 1,400 acres of irrigated land would have to be removed from production.







= Flow Rate Measured August 2002

= Projected Parameter at 1.0-inch Flow Depth Increase

RESOURCE ENGINEERING INC.

VI. Stream Enhancement?

4. Using results from Blaney-Criddle analysis by Martin & Wood, 166 acres of Dry-up is required for an increase of 1 cfs in the stream (average daily flow) for August.

   Table 3 shows the amount of required dry-up or homes removed in 0.5" incremental increases in flow depth.

Table 3
Amount of Dry-up Required
for 0.5 inch Increments in Average Flow Depth

Average Depth	Flow Rate (cfs)	Dry-up Reqd. (Acres)
0.723 ft	44.700	---
+ 0.5"	49.008	715
+ 1.0"	53.254	1,420
+ 1.5"	57.657	2,151
+ 2.0"	63.553	3,130

V. Summary of Concerns

1. ***New water to the stream?*** SBD water rights in this case were removed from irrigation 36 years ago. Action by CWCB will not result in any new water added to the river.

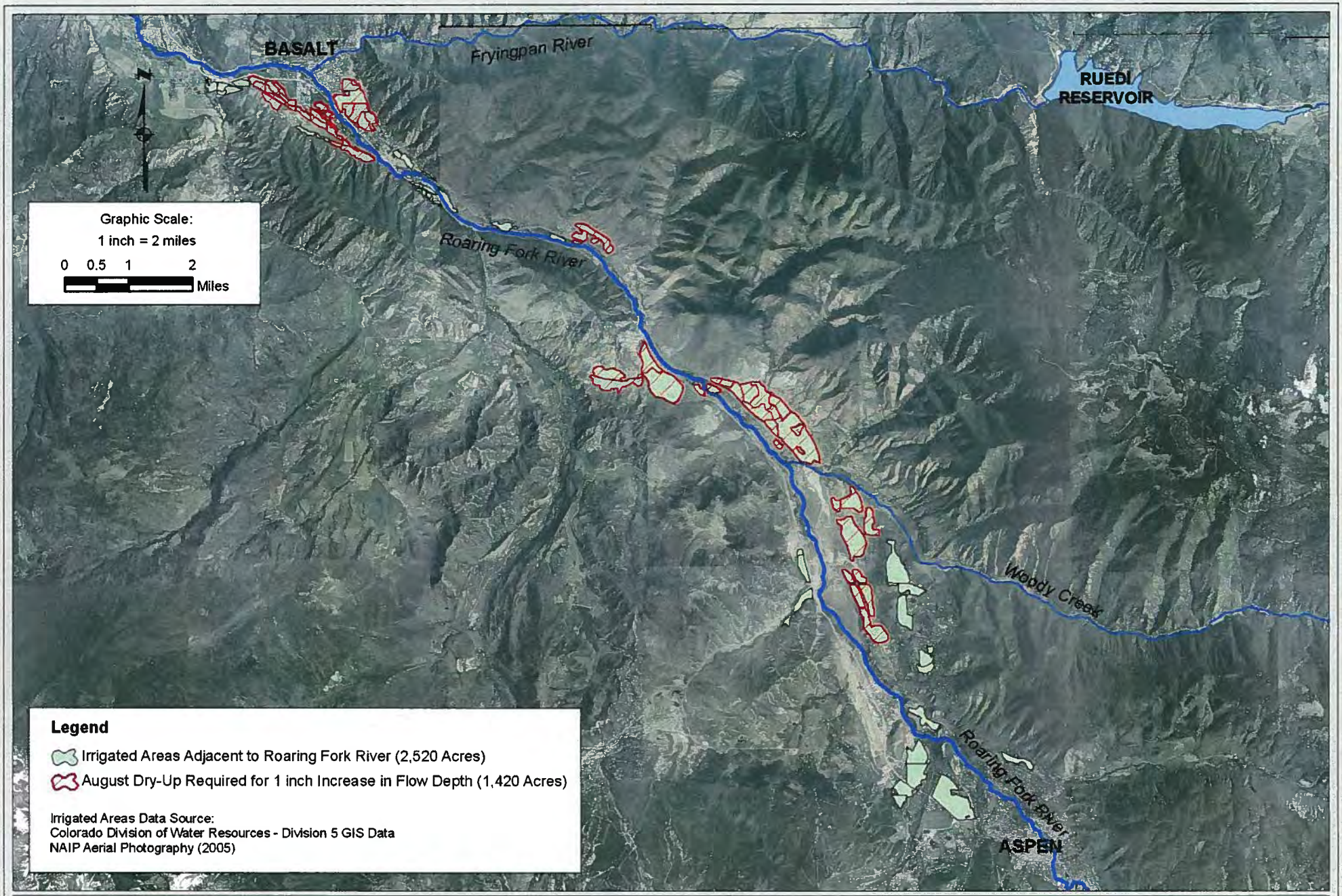
2. ***Changed stream condition, potential for injury.*** Stacking agricultural rights on top of ISF changes historic water rights administration. This was not a condition on the river when the BWCD decreed and/or applied for its various exchanges. (Current: out at 55 cfs in upper Roaring Fork River; Future: out at 59.5 cfs upper reach, 55.5 cfs lower reach)

3. ***Minimal Benefits.*** Program requires large agricultural dry-up to produce modest changes to stream depth, velocity and wetted perimeter. (Over 1,400 acres of dry-up to raise the Roaring Fork River by1 in. near Basalt)

4. ***Elimination of HUP protection?*** Could lose HUP and pre-compact water rights status by conversion to ISF, contrary to both CRWCD and CWCB statutory missions.

5. ***Dependable Water Rights?*** Marketing of CU credits to others to preserve domestic and irrigation protections. The SBD donation can be terminated by county in 5 years. Therefore, this is an unreliable and unmarketable water supply.

6. ***Minimal Benefits at What Cost?*** Allocation of scarce CWCB staff resources and cost for contested change cases, including attendant costs to BWCD and other CRWCD constituents to defend against it.



RESOURCE ENGINEERING, INC
909 Colorado Avenue
Glenwood Springs, CO 81601
(970) 945-6777 Voice (970) 945-1137 Facsimile

PITKIN COUNTY
WATER RIGHTS DONATION TO CWCB
STAPLETON BROTHERS DITCH WATER RIGHTS

EXHIBIT B
Irrigation Adjacent to Roaring Fork River
Dry-Up Necessary to Increase Flow Depth by 1 inch

Date: 07/10/2009
File: 033-5.3.21
Drawn by: RP
Approved by: RSF

EXHIBIT 15E

EXHIBIT 15-E1

75th Congress)
1st Session)

(Document
(No. 80

SENATE

COLORADO-BIG THOMPSON PROJECT

SYNOPSIS OF REPORT

ON

COLORADO-BIG THOMPSON PROJECT, PLAN OF DEVELOPMENT AND COST ESTIMATE PREPARED BY THE BUREAU OF RECLAMATION, DEPARTMENT OF THE INTERIOR

PRESENTED BY MR. ADAMS

June 15, 1937 -- Ordered to be printed without illustrations

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON, 1937

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LETTER OF TRANSMITTAL

February 3, 1937.

From Senior Engineer Porter J. Preston.
To Chief Engineer.
Subject: Colorado-Big Thompson project.

1. Transmitted herewith is a synopsis of the report of plan of development and cost estimate of the Colorado-Big Thompson project.

2. The plans and designs upon which the estimates are based are shown in the full report to follow this synopsis.

3. The detail estimates have been worked out in the Denver office under the following divisions:

Canals: H. R. McBirney.
Reservoirs: K. B. Keener.
Power: L. N. McClellan.
Hydraulics: E. B. Debler.

4. The field work was done under the supervision of M. E. Bunger.

5. The economic study was carried on by R. L. Parshall, senior irrigation engineer, Bureau of Agricultural Engineering, United States Department of Agriculture. This study is later proposed to be issued as a separate document.

PORTER J. PRESTON.

Revised synopsis of report submitted June 11, 1937.

LETTERS OF SUBMITTAL

June 11, 1937.

Hon. Harold L. Ickes,
Secretary of the Interior.

My Dear Mr. Secretary: There is attached hereto the portion of the report of the Colorado-Big Thompson project in Colorado covering the principles and stipulations governing the construction and operation of said project for the protection of the rights and interests dependent on the Colorado River in Colorado.

The provisions contained therein have been considered by the Northern Colorado Water Users' Association, representing the irrigation and other interests on the eastern slope in Colorado, and we respectfully submit that they are satisfactory and meet the approval of said association.

We ask that acknowledgment be made of this communication.

Respectfully yours,

NORTHERN COLORADO WATER USERS' ASSOCIATION,
CHAS. HANSEN, President.
MOSES E. SMITH, Vice President.
THOMAS A. NIXON, Attorney.

- - - - - -

June 11, 1937.

Hon. Harold L. Ickes,
Secretary of the Interior.

My Dear Mr. Secretary: There is attached hereto the portion of the report on the Colorado-Big Thompson project in Colorado covering the principles and stipulations governing the construction and operation of said project for the protection of the rights and interests dependent on the Colorado River in Colorado.

The provisions contained therein have been considered by the Western Slope Protective Association, representing the irrigation and other interests on the western slope in Colorado, and we respectfully submit that they are satisfactory and meet the approval of said association.

We ask that acknowledgment be made of this communication.

Respectfully yours,

THE WESTERN SLOPE PROTECTIVE ASSOCIATION,
SILMON SMITH, Secretary.
CLIFFORD H. STONE, Director
A. C. SUDAN, Special Representative of Grand County.

SYNOPSIS OF REPORT, COLORADO-BIG THOMPSON PROJECT

Outline of Construction and Operating Conditions

The Colorado-Big Thompson project in Colorado contemplates the diversion of surplus waters from the headwaters of the Colorado River on the Pacific or western slope to lands in northeastern Colorado on the Atlantic or eastern slope greatly in need of supplemental irrigation water.

To accomplish this diversion, the following features are required:

ON COLORADO RIVER

(1) Storage on the Blue River in what is called Green Mountain Reservoir located about 16 miles southeast of Kremmling, Colo., where the Blue enters the Colorado River. This reservoir is to be used to replace water diverted to the eastern slope that would be required by prior rights along the Colorado River.

(2) A hydroelectric plant below the Green Mountain Dam to utilize the flow of the Blue River and water stored in the reservoir for the generation of electrical energy.

(3) A storage reservoir located on the Colorado River about 6 miles northeast of Granby, Colorado., to be known as Granby Reservoir. This reservoir will store the flow of the Colorado at this point as well as water diverted from Willow Creek, a tributary of the Colorado and Strawberry and Meadow Creeks, tributaries of the Fraser River.

(4) A diversion dam located about one-half mile below the junction of the North Fork and Grand Lake outlet and about 3 miles south of the village of Grand Lake. This dam will create a lake known as Shadow Mountain Lake which will have the same elevation as Grand Lake and will aid in supplying the transmountain diversion tunnel with water pumped from Granby Reservoir. This lake together with Grand Lake is to be kept at nearly constant level.

(5) An electrically driven pumping plant on the shore of Granby Reservoir, where water will be pumped into a canal feeding Shadow Mountain and Grand Lakes. The length of the canal is 4-1/2 miles.

(6) An outlet channel at the east end of Grand Lake connecting the lake with the portal of a transmountain diversion tunnel and provided with control features that will regulate the level of Grand Lake within a fluctuating range of 1 foot.

(7) A transmountain diversion tunnel under the Continental Divide 13.1 miles in length extending from Grand Lake to a point in Wind River about 5 miles southwest of Estes Park village.

ON EASTERN SLOPE

(8) A conduit 5.3 miles in length extending from diversion tunnel outlet to penstock of a power plant on the Big Thompson River just below Estes Park village. This conduit will be made up of buried pipe, siphons, tunnels, and open canal. It will be entirely concealed through the area authorized to be taken into Rocky Mountain National Park.

(9) The waste rock from the tunnel is to be terraced and landscaped and all structures connected with the tunnel will be constructed to blend into their natural surroundings.

(10) A power plant known as power plant No. 1 constructed along the Big Thompson River just below the village of Estes Park utilizing the western slope water.

(11) Four additional power plants down the Big Thompson Canyon to utilize all available fall and also all water available for power in the Big Thompson River in addition to the western slope water diverted.

(12) A diversion dam on Big Thompson River about 12 miles west of Loveland to divert the water by means of a canal 9 miles in length to a storage reservoir known as Carter Lake.

(13) Carter Lake Reservoir located 8 miles northwest of Berthoud, Colo., to store water brought over during winter months. Water is released from this reservoir through a 4-mile canal into the Big Thompson River and through a 9-mile canal into the St. Vrain River for irrigation purposes.

(14) A siphon across the Big Thompson River, 9 miles west of Loveland, Colorado, and a canal 10 miles in length to convey water from the fourth power plant to a storage reservoir, located about 5 miles west of Fort Collins, known as Horsetooth Reservoir.

(15) A canal from Horsetooth Reservoir to the Cache La Poudre River and extended north to a pumping plant which lifts water high enough to serve the North Poudre Canal.

(16) A storage reservoir near the mouth of Buckhorn Creek to be known as Arkins Reservoir, supplied from a canal diverting from the Big Thompson River just below the last power plant. It is to be used to aid in balancing the demands for power and irrigation, also storing excess water available in the Big Thompson River. Water will be released from the reservoir for supplemental irrigation in the South Platte area.

(17) Transmission lines connecting the Valmont steam plant of the Public Service Co. with all the hydroelectric plants

contemplated, also connecting with the transmountain tunnel portals and the Granby and North Poudre pumping plants. The line connecting power plant No. 1 and Granby pumping plant will run east, and south of the outside boundaries of the Rocky Mountain National Park, crossing the Continental Divide at Buchanan Pass.

In order to carry out the construction, operation, and maintenance of the project as outlined above, it will be necessary to comply with the following requirements as agreed to by representatives of the eastern and western slopes in Colorado and here made as a part of this report.

MANNER OF OPERATION OF PROJECT FACILITIES AND AUXILIARY FEATURES

The construction and operation of this project will change the regimen of the Colorado River below the Granby Reservoir. The project contemplates the maximum conservation and use of the waters of the Colorado River, and involves all of the construction features heretofore listed. In addition thereto certain supplemental construction will be necessary. This will be for the primary purpose of preserving insofar as possible the rights and interests dependent on this water, which exist on both slopes of the Continental Divide in Colorado. The project, therefore, must be operated in such a manner as to most nearly effect the following primary purposes:

1. To preserve the vested and future rights in irrigation.

2. To preserve the fishing and recreational facilities and the scenic attractions of Grand Lake, the Colorado River, and the Rocky Mountain National Park.

3. To preserve the present surface elevations of the water in Grand Lake and to prevent a variation in these elevations greater than their normal fluctuation.

4. To so conserve and make use of these waters for irrigation, power, industrial development, and other purposes, as to create the greatest benefits.

5. To maintain conditions of river flow for the benefit of domestic and sanitary uses of this water.

In order to accomplish these purposes the project should be operated by an unprejudiced agency in a fair and efficient manner, equitable to all parties having interests therein, and in conformity with the following particular stipulations:

(a) The Green Mountain Reservoir, or similar facilities, shall be constructed and maintained on the Colorado River above

the present site of the diversion dam of the Shoshone power plant, above Glenwood Springs, Colo., with a capacity of 152,000 acre-feet of water, with a reasonable expectancy that it will fill annually. Of said capacity, 52,000 acre-feet of water stored therein shall be available as replacement in western Colorado, of the water which would be usable there if not withheld or diverted by said project; 100,000 acre-feet shall be used for power purposes; and all of said stored waters shall be released under the conditions and limitations hereinafter set forth.

(b) Whenever the flow in the Colorado River at the present site of said Shoshone diversion dam is less than 1,250 cubic feet per second, there shall, upon demand of the authorized irrigation division engineer or other State authority having charge of the distribution of the waters of this stream, be released from said reservoir as a part of said 52,000 acre-feet, the amount necessary with other waters available, to fill the vested appropriations of water up to the amount concurrently being diverted or withheld from such vested appropriations by the project for diversion to the eastern slope.

(c) Said 100,000 acre-feet shall be stored primarily for power purposes, and the water released shall be available, without charge, to supply existing irrigation and domestic appropriations of water, including the Grand Valley reclamation project, to supply all losses chargeable in the delivery of said 52,000 acre-feet of water, and for future use for domestic purposes and in the irrigation of lands thereafter to be brought under cultivation in western Colorado. It shall be released within the period from April 15 to October 15 of each year as required to supply a sufficient quantity to maintain the specified flow of 1,250 cubic feet per second of water at the present site of said Shoshone diversion dam, provided this amount is not supplied from the 52,000 acre-feet heretofore specified. Water not required for the above purposes shall also be available for disposal to agencies for the development of the shale oil or other industries.

(d) The cost of construction and perpetual operation and maintenance of said reservoir or reservoirs shall be a charge against the project and shall be paid from revenues collected from this project as may be provided in contracts between the Secretary of the Interior and the beneficiaries of the project in eastern Colorado, and any other contracting parties.

(e) In the event said reservoir or reservoirs are not maintained with a capacity of 52,000 acre-feet, the Secretary of the Interior should withhold the diversion of water from the western to the eastern slope of Colorado until such storage capacity is made available.

(f) The Secretary of the Interior shall have the option to require the transfer to the United States of any and all rights initiated or acquired by the appropriation or use of water through

the works of the project in eastern Colorado, at any time: PROVIDED, HOWEVER, That the title so taken shall be subject to beneficial use of such water as may be provided in the repayment contract or contracts; and the rights to store water to the extent of said 152,000 acre-feet shall be initiated, acquired, and held by the appropriate authorities for use in western Colorado, for replacement of water diverted to the eastern slope, and for other purposes contemplated for this project.

(g) The Secretary of the Interior shall operate this project in accordance with the following stipulations as to priorities of water use as between the parties claiming or using project water and within the limits of his legal authority. Said 52,000 acre-feet of replacement storage in Green Mountain or other reservoirs shall be considered to have a date of priority for the storage and use of replacement water earlier than that of the priorities for the water diverted or stored for delivery to the eastern slope. The 100,000 acre-feet of storage in said reservoir shall be considered to have the same date of priority of appropriation as that for water diverted or stored for transmountain diversion.

(h) Said Green Mountain Reservoir, or such other replacement reservoirs as provided in paragraph (a) herein, as are planned as a part of the project, shall be constructed at the same time as the other parts of the project and shall be completed before any water is diverted to the eastern slope of the Continental Divide by means of said project.

(i) Inasmuch as the State of Colorado has ratified the Colorado River Compact, and inasmuch as the construction of this project is to be undertaken by the United States, the project, its operation, maintenance, and use must be subject to the provisions of said Colorado River Compact of November 24, 1922 (42 Stat. 171), and of section 13 of the Boulder Canyon Project Act, dated December 21, 1928 (45 Stat. 1057-1064). Notwithstanding the relative priorities specified in paragraph (g) herein, if an obligation is created under said compact to augment the supply of water from the State of Colorado to satisfy the provisions of said compact, the diversion for the benefit of the eastern slope shall be discontinued in advance of any western slope appropriations.

(j) An adequate system, as determined by the Secretary of the Interior, shall be provided for the irrigation of lands in the vicinity of Kremmling, now irrigated by either natural or artificial means, and the installation made therefor shall be a part of this project. The rights to the use of water for the irrigation of these lands shall be considered to have a date of priority earlier than that of the rights to the use of water to be diverted through the works of this project to the eastern slope. This system shall be designed and built in a manner requiring the least possible continuing annual expense for operation

and maintenance but the cost thereof shall not exceed $300,000; and said system shall be provided and in operation before any water is stored for transmountain diversion. In addition, the Secretary shall protect, add to, or improve the source of supply of domestic waters for the municipalities of Kremmling and Hot Sulphur Springs in the manner and to the extent which he may determine to be necessary to provide a source of supply not less than that now available for these municipalities. The cost of these features shall be included in the total project cost.

(k) To compensate Grand County for the loss of taxes through the transfer of property to the United States for the construction of this project, $100,000 shall be paid to said Grand County. This payment shall be made in 10 annual installments of $10,000 each, commencing upon the date when 10 percent of the total property in Grand County required for said project has been removed from taxation.

(l) The project and all of its features shall be operated in a manner determined by the Secretary of the Interior as necessary to provide the water to preserve at all times that section of the Colorado River between the reservoir to be constructed near Granby and the mouth of the Fraser River as a live stream, and also to insure an adequate supply for irrigation, for sanitary purposes, for the preservation of scenic attractions, and for the preservation of fish life. The determination of the need for and the amount and times of release of water from Granby Reservoir to accomplish these purposes shall be made by the Secretary of the Interior, whose findings shall be final.

In order to facilitate compliance with the stipulation in paragraphs (j), (k), and (l) hereof a representative may be selected and designated by the interests dependent thereon in Grand County, Colo., and when so designated he will be recognized as the official spokesman of said interests in all matters dealing with project operations affecting Grand County.

The principles and provisions expressed in these stipulations have been approved by the Western Colorado Protective Association, representing interests in western Colorado, and the Northern Colorado Water Users Association as evidenced by the letters hereto attached.

SUMMARY

The Colorado-Big Thompson project comprises 615,000 acres of irrigated lands, out of approximately 800,000 acres lying under the canal systems in the northern and northeastern portions of Colorado.

The water supply for the area is to be derived from a portion of 782 square miles of drainage area above Hot Sulphur Springs

lying west of the Continental Divide in Grand County, Colorado, and varying in elevation from 8,050 to 14,000 feet.

HISTORY

The first irrigation in northeastern Colorado occurred about 1860 where the early settlers plowed out small ditches with sufficient grade and length to irrigate a few acres of land in the first bottom--i.e. lands not far above the high-water line of the streams and adjacent to them.

The first irrigation of the higher or second bench lands along the Cache La Poudre River was by the Old Union Colony, of Greeley, in 1870. This colony was organized by Horace Greeley, then editor of the New York Tribune, who will be remembered here especially for his advice to eastern young men to "Go west and grow up with the country".

This colony irrigated about 12,000 acres under their first project and it was a success from the start, due in a large measure to the fact that they were people of considerable means and were then able to finance themselves over the period required to bring raw prairie land into profitable cultivation.

This colony was soon followed by others along the Poudre at Fort Collins, on the Big Thompson, at Loveland and the St. Vrain near Longmont.

The difficulties experienced by these colonists in distributing the water between them led to the creation of Colorado's irrigation laws which have been copied by most of the irrigation States of the West.

This irrigated area of six hundred to eight hundred thousand acres was developed by means of individual initiative and by small scale cooperative enterprises. Today there are 6,400 irrigated farms, served by 124 canals and ditches and 60 storage reservoirs.

IRRIGATION USE

In the early days irrigation in this area was confined to growing crops to supply local needs, the lack of transportation contributing to high prices for the home-grown production and prohibiting shipping to distant points. The crops grown were mainly the grains and hay for local consumption, with some vegetables. Such irrigation corresponded with the run-off of the streams.

As mining developed in the State, Denver and other towns grew into cities, and after these cities were connected to the East by railroads the markets demanded a more diversified

agriculture to supply their needs. Thus a gradual demand developed for late water which the streams could not supply.

This change created a need for storing the flood waters for late irrigation. From 1890 to 1910 was a period of reservoir construction, during which storage was provided for all the available water supply of the streams over and above the direct irrigation requirements for the area here under discussion. Much of this development took place during a decade of more than normal run-off on the eastern slope and also during a period expanding the agricultural area throughout the West.

Attempts to maintain the area under cultivation with the depleted run-offs during the past 10 years have spread the water supply to such an extent that much acreage has had an insufficient water supply to produce full crops or crops producing the higher values. Attempts have been made to supplement the individual farm water supply by the development of the underground sources by pumping from numerous wells throughout the region. This is lowering the water table and already is affecting the water supply of the lower South Platte Valley which receives its irrigation supply largely from return waters.

NEED OF SUPPLEMENTAL WATER

Under such conditions only the older water rights have any assurance of an adequate water supply, and in the dryer years the owners of junior rights are forced to confine their farming to crops that can be matured by the early flood flow or that require a minimum amount of water. In years when the supply is not correctly estimated considerable loss results. Ordinarily the crops raised in this and other irrigated areas do not compete with those grown under rainfall conditions, but a shortage of water always leads to the raising of more of the competing crops. Such crops also cut the income of the irrigation farmer below what he can earn with the higher type, noncompetitive crops.

On fully three-fourths of the 615,000 acres in this area the water supply is inadequate, in spite of every effort to conserve, store flood water, or otherwise add to the water supply that has been within the financial ability of the farmer. This inadequacy is due not only to a development probably too large for the period when run-off of the streams was much higher than at present, but to the fact that the last 10 years have seen a very marked decrease in the stream flow. It must be emphasized that the additional water supply here contemplated is to be used for a supplemental supply and not to create a large new additional acreage.

There has been expended in this area to date for various types of irrigation works, including nearly $750,000 for pumping plants, most of which have been installed in the last 10 years,

about $35,000,000 against which there is an outstanding indebtedness of only $1,510,650. These people, however, have about reached their limit as individuals and mutual irrigation companies to provide for themselves a supplemental water supply so badly needed to make their present water supply secure and are obliged to seek Government aid to bring this about.

It has been conceded by a majority of the irrigation interests in this section of the State that the water supply in 1926 was ample for all their present acreage now irrigated. In order, therefore, to determine the normal shortage in acre-feet over a period of years a comparison of the supply in these years with that of 1926 was made and the difference obtained. These differences are set up in the following table:

Table 1. -- Showing water districts, acreage irrigated, deficiencies 1925 to 1935 with tentative allocation of total supplemental supply

Water district no.	Area irrigated	1926 diversion, acre-feet	Average diversion, 1925-35	Difference, 1926, 11-year average required supplementary water in acre-feet	Tentative allocation of supplemental supply			
					Colorado-Big Thompson project water	Moffat and Jones Pass tunnel water return	Present seepage return acre-feet	Total supplemental supply, acre-feet
(1)	(2)	(3)	(7)	(15)	(16)	(17)	(18)	(19)
3	213,640	530,000	398,000	132,000	104,000	--	49,500	153,500
4	68,408	235,000	163,000	72,000	44,100	--	21,000	65,100
5	81,806	113,000	94,000	19,000	38,800	--	18,500	57,300
1	92,394	663,000	457,000	206,000	81,400	11,000	83,000	175,400
2	37,899	170,000	154,000	16,000	5,000	4,500	5,100	14,600
64	121,289	513,000	383,000	130,000	36,700	14,500	37,400	88,600
Total	615,436	2,224,000	1,649,000	575,000	310,000	30,000	214,500	554,500

It will be noted from column No. 15 that the total average shortage in this project area which comprises water districts 3,4,5,1,2, and 64 is 575,000 acre-feet. Column no. 16 is a tentative allocation of the proposed supplemental supply to the various districts. Column no. 18 is the estimated usable return flow that would arise from the addition of 310,000 acre-feet of new

water to this area. Column no. 19 is the total usable supplemental supply amounting to 554,520 acre-feet, an amount within 5 percent of the 10-year average shortage. The sale or rental of supplemental water, when available, in the Poudre Valley has averaged $4.50 per acre-foot over a period of years. In extreme cases it has sold as high as $9 per acre-foot.

The deficiency in water supply for the period 1925 to 1934, inclusive, reflected a direct economic loss in crop production of approximately $42,355,000.

The following shows the approximate annual loss in value of crops because of inadequate water supply:

Sugar beets	$1,900,000
Alfalfa	948,000
Small grain	470,000
Beans	302,000
Corn	228,000
Potatoes	425,000
All other crops	444,000
Total	$4,700,000

This average annual direct crop loss is about 19 percent of the $24,800,000 estimated cost of the Colorado-Big Thompson irrigation project.

The crop loss in 1934, due to shortage of water, as compared to 1926, after variation in price and acreage factors had been accounted for, amounted to $12,400,000, or just one-half the cost of the project.

The losses here given are the farm losses and do not include the losses that are due to processing, transporting, or handling of that quantity of production, which would add several million dollars to the loss of the community as a whole.

The effect of such inadequate water supply for the period 1925-35 is shown graphically on drawing no. 1 following.

SUPPLEMENTAL WATER SUPPLY

In 1929 the State engineers of Colorado, in cooperation with the Platte Valley Water Conservation League, and the United States Army engineers, made a comprehensive study of the water resources of the South Platte Basin in northeastern Colorado. This study included the Cache La Poudre River in water district no. 3, the Big Thompson River in water district No. 4, and the St. Vrain River in district No. 5. The investigators determined the excess water available on these streams above present normal demands and also above the normal demands on the South Platte

River proper below where these streams enter.

The investigators also determined the location, capacity, and cost of the most feasible reservoir sites for the storage of this excess water.

The results are shown in the following table and have been brought up to date by using the same demands for irrigation as set up in the report and using the water-supply records furnished by the State engineer's office.

Stream	Excess supply available for storage, average, 1918-35	Capacity proposed reservoir by Army engineers	Average Annual yields at reservoirs	Total reservoir costs	Cost per acre-foot capacity	Cost per acre-foot yield
	A.F.	A.F.				
Cache La Poudre	30,000	52,000	25,500	$2,747,000	$72	$147
Big Thompson	16,000	32,700	11,300	2,006,000	61	178
St. Vrain	16,000	30,000	14,000	2,186,000	73	156

From the foregoing table it is evident that there is not sufficient excess water available that originates in this area to supply the demands for supplemental water, and the cost of making use of what is available is prohibitive. It will be shown, however, that 16,000 acre-feet of this surplus is available for storage in the Colorado-Big Thompson project reservoirs on the eastern slope with no additional cost.

The water users in northeastern Colorado have now exhausted every possible source of obtaining supplemental water or augmenting their present supply either by storage, transmountain diversion within their individual cooperative means, and by pumping. Fortunately, however, there exists a surplus of water on the headwaters of the Colorado River west of this area and separated from it by the Continental Divide.

In the spring of 1935, $150,000 was allocated to the Bureau of Reclamation to make surveys and prepare plans and cost estimates for bringing water from the headwaters of the Colorado River into the area in northeastern Colorado in need of supplemental water.

In August 1935 the Bureau of Reclamation started surveys for the project and previously there had been started a land classification to determine the irrigated and arable land in the

Colorado River Basin in Colorado in order to arrive at the approximate amount of water now used in the area and how much might be used when full development has been made. Both surveys have been completed, insofar as this project is involved, and the following is the result of the land classification.

LAND CLASSIFICATION--COLORADO RIVER AREA

Since the quantity of water available for diversion from the headwaters of Colorado River might be limited now by the water rights of lands already irrigated, or might in the future limit in turn the development of lands in the Colorado Basin within the State, all the land on Colorado River and its tributaries above the Colorado-Utah line, except the Gunnison River area, has been classified to show the location and extent of irrigated lands and of lands capable of irrigation.

This classification was undertaken in all areas covered by former reports, supplemented by local information as to possible projects and by reconnaissance. For localities with no records of water supply it was assumed to exist unless the contrary was obvious, and doubtful areas were included rather than excluded from the classification. The land was measured by planetable survey except some small isolated areas which were estimated.

Land that had customarily been irrigated was so classed, no matter how inadequate the supply. Land capable of irrigation was tested according to a set of standards which fairly represent the experience on this area and others as to what constitutes arable land. Where pumping for irrigation was involved land was classified up to 200 feet above the source of supply.

The result of the survey of the irrigated and arable land appears in the following table.

It should be stated, that, as will be shown under the discussion of water supply which follows, the present irrigated area above the Utah State line does not limit the diversion possible at the location chosen. It is also true that the diversion when in operation, and replacing the summer flow of Colorado River in the manner contemplated by the project plan, will not limit the future development of all the arable land on Colorado River and its tributaries above Gunnison River.

Colorado River drainage--Gunnison excepted--Colorado (land classification according to streams)

Stream name	Irrigated	Arable	Total
Colorado River:	Acres	Acres	Acres
1. To Granby Dam	2,600	1,100	3,700
2. Granby Dam to Hot Sulphur Spgs.	1,300	350	1,650
3. Hot Sulphur Spgs.to Kremmling	3,200	1,200	4,400
4. Kremmling to Glenwood Springs	1,100	260	1,360
5. Glenwood Springs to Palisade	7,000	2,500	9,500
6. Palisade to State line	70,600	32,800	103,400
Total	85,800	38,210	124,010
Tributaries:			
Willow Creek	860	120	980
Fraser River	7,100	650	7,750
South Fork Colorado River	610	30	640
Small streams (1)	2,300	4,000	6,300
Williams Fork River	3,600	10,900	14,500
Troublesome Creek	4,200	7,200	11,400
Muddy Creek	4,900	5,100	10,000
Blue River	8,400	3,100	11,500
Small streams (2)	610	570	1,180
Sheephorn Creek	1,200	50	1,250
Piney Creek	790	50	840
Egeria Creek	5,700	9,300	15,000
Cabin Creek area	5,700	2,600	8,300
Catamount Creek	1,000	10	1,010
Sweetwater Creek area	1,100	380	1,480
Eagle River	16,400	5,000	21,400
Small streams (3)	930	60	990
Roaring Fork River	33,100	9,400	42,500
Garfield Creek	2,100	--	2,100
Elk Creek	3,000	130	3,130
Divide and Mam Creeks	13,700	9,100	22,000
Rifle Creek	11,100	3,200	14,300
Parachute Creek	1,700	370	2,070
Roan Creek	5,600	3,300	8,900
Plateau Creek	24,000	7,000	31,600
Small streams (4)	10,200	3,000	13,200
Grand total	256,300	122,830	379,130

(1) Above Hot Sulphur Springs.
(2) Between Hot Sulphur Springs and Kremmling.
(3) Between Kremmling and Glenwood Springs.
(4) Between Glenwood Springs and Palisade.

WATER SUPPLY

The stream flow records at the different stations in the Colorado River Basin show the amount of water passing the stations after all present irrigation has taken place above, so there is no need for any further adjustment of stream flow to take care of water consumed in this irrigation.

It is assumed that all arable lands as shown will be irrigated some time in the future, notwithstanding the fact that quite a percentage is so located that it would never be feasible to irrigate. It is also further assumed that reservoirs would be built on the tributaries to conserve a portion of the flood flows to make the irrigation of these arable lands possible.

With the above assumptions it has been found that in a year like 1931, with the run-off only 40 percent of the average for a 31-year period, and the lowest year of record, the Colorado-Big Thompson project would only have to supply approximately 53,000 acre-feet to replace water diverted by the proposed project that could have been used by the Colorado River water users for power and irrigation, provided the project was in operation at that time.

The average run-off of the Colorado for the years of record are: Hot Sulphur, 31 years, 523,000 acre-feet; Glenwood Springs, including Roaring Fork, 3,413,000 acre-feet, Fruita, 6,300,000 acre-feet. These amounts are exclusive of supply consumed in present irrigation of Colorado River Basin lands.

The following is the estimated amount of water available for diversion from the drainage area above the Colorado-Big Thompson collection system at 8,260 feet elevation.

YIELD OF GRANBY RESERVOIR

Stream-flow records available on the Colorado River near the Granby Dam site for the years 1908-11 and 1935-36, and on Willow Creek for the years 1935 and 1936, were supplemented by estimates based on available stream-flow records on the Colorado River at Hot Sulphur Springs and Glenwood Springs to cover the 37-year period, 1900 to 1936, inclusive.

A capacity of 482,000 acre-feet was selected as the best capacity for the Granby Reservoir, considering cost and use. Of this capacity, 20,000 acre-feet were set aside for dead storage to reduce pumping lifts for waters delivered to Shadow Mountain Reservoir. A further objective is to keep to the lowest practicable area the exposure of reservoir bed when storage is exhausted. This leaves an active capacity of 462,000 acre-feet.

Reservoir operating studies are based on the following conditions:

Unit 1,000 acre-feet

Run-off year (October to September)	Inflow to Granby Reservoir		Tunnel diversion	Spills	Shortages
	Colorado River	Willow Creek			
1899-1900	242.8	52.4	320.0	-	-
1900-1901	246.9	53.4	320.0	-	-
1901-2	164.9	34.7	255.1	-	64.9
1902-3	222.0	48.8	270.8	-	49.2
1903-4	253.5	51.2	304.7	-	15.3
1904-5	287.9	64.9	310.2	-	9.8
1905-6	292.4	58.7	320.0	-	-
1906-7	381.0	78.3	320.0	-	-
1907-8	190.6	25.6	320.0	-	-
1908-9	323.8	91.5	320.0	-	-
1909-10	200.1	32.5	320.0	-	-
1910-11	268.5	53.6	320.0	-	-
1911-12	350.4	79.3	320.0	-	-
1912-13	215.4	40.3	320.0	-	-
1913-14	371.0	85.1	320.0	-	-
1914-15	223.2	43.8	320.0	-	-
1915-16	249.5	47.8	320.0	-	-
1916-17	348.3	79.7	320.0	-	-
1917-18	322.9	81.2	356.4	18.7	-
1918-19	189.6	36.4	320.0	-	-
1919-20	361.2	78.4	345.6	-	-
1920-21	347.9	90.7	368.6	70.0	-
1921-22	196.8	39.5	320.0	-	-
1922-23	280.3	60.2	320.0	-	-
1923-24	262.2	54.4	320.0	-	-
1924-25	202.6	36.7	320.0	-	-
1925-26	346.4	70.0	320.0	-	-
1926-27	275.0	54.8	320.0	-	-
1927-28	317.5	61.9	338.3	-	-
1928-29	297.1	61.2	358.3	-	-
1929-30	247.4	42.9	320.0	-	-
1930-31	171.5	36.6	320.0	-	-
1931-32	243.9	49.0	320.0	-	-
1932-33	239.6	54.5	320.0	-	-
1933-34	128.9	26.2	320.0	-	-
1934-35	209.2	41.8	252.5	-	67.5
1935-36	279.7	53.8	310.0	-	10.0
Average	263.6	55.4	318.7	2.5	5.5

(a) Recorded (or estimated) past flows of Colorado River at Shadow Mountain and Granby Dams reduced by 27 percent prior to 1906, and 13 percent thereafter, of the flow of the North Fork at Grand Lake to allow for increasing diversions by the Grand River ditch.

(b) Willow Creek diverted to reservoir to the extent of 90 percent of the flow of Willow Creek and other streams intercepted by the diversion canal from May to October, inclusive, of each year.

(c) Strawberry, Meadow, and Walden Hollow Creeks also diverted whenever practicable. The flow of these streams, together with some additional waters capturable from Willow Creek at times, are expected to offset evaporation and seepage losses in excess of present losses from the Granby and Shadow Mountain Reservoir sites.

(d) No releases from Granby Dam for any reason.

(e) Transmountain tunnel to be operated at full capacity from October 1 until March 31 following, with operations thereafter gaged to fit run-off conditions so as to avoid spills and yet concentrate flows in the period of July 15 to September 15, for the purposes of best distribution in power production and to minimize reregulating storage requirements on the eastern slope. The computations assumed infallible forecasts of run-off.

(f) A minimum storage hold-over of 100,000 acre-feet on September 30 of each year to assure dependable power production in winter.

Operating results cannot be expected to result so favorably. The operating conditions enumerated imply superhuman ability to forecast stream flow. Occasional releases will be required from Granby Reservoir although small in amount. Interruptions in tunnel operation cannot always be arranged so as to lose no water.

In view of these conditions, it is concluded that the firm yield of tunnel water from the Granby and Shadow Mountain Reservoirs should be taken as 300,000 acre-feet annually. Shortages of 5 percent may be expected on an average of once every 5 years and shortages of 25 percent may be expected on an average of once every 20 years. Secondary water may be expected to be available in some years in amounts up to 50,000 acre-feet.

EFFECT OF THE PROPOSED TRANSMOUNTAIN DIVERSION ON FUTURE WESTERN SLOPE DEVELOPMENT

Most of the diverted water is derived from the spring floods, when there is an excess of water over all present and future

requirements along the Colorado River in the State. To permit full use of the inflow to the Granby Reservoir, Ranch Creek Reservoir may be constructed near Tabernash to store water locally surplus. The waters there conserved would in part be utilized to replace the waters withheld at Granby Dam, but the greater part of the conserved water would be used to augment irrigation supplies down to Hot Sulphur Springs and to maintain a satisfactory stream flow in this locality for recreational purposes.

With the region above Hot Sulphur Springs taken care of by the Ranch Creek Reservoir, the critical points along the Colorado River, from the standpoint of present and future use of water, are at Glenwood Springs, where the Shoshone power plant of the Public Service Co. uses present stream-flows up to 1,250 second-feet, and near Palisades at the head of the Grand Valley, where the Government highline canal diverts water for irrigation and power purposes. The present irrigated area along the Colorado River between Palisades and the Colorado-Utah State line is 70,600 acres.

The additional arable area in this region, not now irrigated, is as follows:

	Acres
Under constructed canals	13,800
Pumping unit of Grand Valley project, for which canal capacity has been provided	10,000
Lands on Mack Flat, no present provision for water service	9,000
Total	32,800

Maximum irrigation demand at the head of the Grand Valley for the present irrigated area and for the additional area of 23,800 acres for which provision has been made in the constructed canals, is estimated as 1,700 second-feet, and this amount is being demanded in the pending adjudication proceeding.

With maximum irrigation demands there is a full water supply for the Orchard Mesa pumping plant and for the Grand Valley power plant. In the nonirrigation season the controlling requirement is for power with a total demand of 800 second-feet for power and for domestic needs under the higher canals. With the new area of 9,000 acres developed, the future demands are then estimated as 1,800 second-feet in the months of May to August, inclusive, tapering off uniformly to 800 second-feet on April 1 and on November 30.

In determination of the effect of the Colorado-Big Thompson transmountain diversion on the western slope, the past stream flows at Glenwood Springs and at the head of the Grand Valley were first depleted to show the resulting stream flows with the

following developments:

(a) Full irrigation development of 276,000 acres of irrigated and arable lands along the Colorado River and tributaries above Palisades (the present irrigated area is 186,000 acres).

(b) Full development of Moffat Tunnel diversion from Fraser River and tributaries, Jones Pass diversion from Williams River, and Independence Pass diversion from the Roaring Fork, including replacement storage so that these projects may divert all flows interceptible.

From the reconstructed flows, thus computed, there was subtracted the water estimated to be withheld at the Granby Reservoir site. The reductions in stream flow at Glenwood Springs and at the head of the Grand Valley, during those periods of each year when the resulting stream flows would be less than the future demands above described, then represents the effect of the project on the western slope if no replacement storage were provided. These computations were made for the years 1926 to 1936, inclusive, at Glenwood Springs, and for the entire period of record, 1902 to 1936, inclusive, at the head of the Grand Valley, with the following results:

Year	Shortages at Glenwood Springs (acre-feet)			Shortages at head of Grand Valley (acre-feet)		
	End of flood season, Oct. 31[1]	Nov. 1 to flood season of following year[2]	Total	Before flood season in spring[3]	After flood season to Oct. 31	Total
1902	(4)	(4)	-	6,000	39,000	45,000
1903	(4)	(4)	-	3,000	12,000	15,000
1904	(4)	(4)	-	None	2,000	2,000
1905	(4)	(4)	-	None	14,000	14,000
1906	(4)	(4)	-	None	None	None
1907	(4)	(4)	-	None	None	None
1908	(4)	(4)	-	None	6,000	6,000
1909	(4)	(4)	-	None	None	None
1910	(4)	(4)	-	None	12,000	12,000
1911	(4)	(4)	-	None	1,000	1,000
1912	(4)	(4)	-	None	None	None
1913	(4)	(4)	-	None	7,000	7,000
1914	(4)	(4)	-	None	None	None
1915	(4)	(4)	-	None	9,000	9,000
1916	(4)	(4)	-	None	None	None
1917	(4)	(4)	-	None	None	None
1918	(4)	(4)	-	None	1,000	1,000
1919	(4)	(4)	-	None	7,000	7,000
1920	(4)	(4)	-	2,000	None	2,000
1921	(4)	(4)	-	None	None	None
1922	(4)	(4)	-	None	None	None
1923	(4)	(4)	-	None	None	None
1924	(4)	(4)	-	None	4,000	4,000
1925	(4)	(4)	-	None	None	None
1926	18,000	19,000	37,000	None	2,000	2,000
1927	7,000	32,000	39,000	None	None	None
1928	10,000	18,000	28,000	None	None	None
1929	None	20,000	20,000	None	None	None
1930	12,000	14,000	26,000	None	None	None
1931	37,000	16,000	53,000	1,000	27,000	28,000
1932	14,000	24,000	38,000	None	3,000	3,000
1933	23,000	21,000	44,000	5,000	15,000	20,000
1934	31,000	17,000	48,000	None	28,000	28,000
1935	20,000	15,000	35,000	2,000	11,000	13,000

[1]Encroachment on irrigation supplies.

[2]Encroachment on winter power waters.

[3]These shortages occur in years of late run-off when irrigation requirements rise faster than stream flow. Winter flows are always adequate Nov. 1 to Apr. 1.

(4) Not computed.

DIVERSION PLAN AND STRUCTURES

REPLACEMENT

In order to protect the water users in the Colorado River Basin against any depletion of their water supply by diversions through the Continental Divide tunnel of northeastern Colorado, a storage reservoir is planned on the Blue River about 16 miles southeast of Kremmling, Colo. This reservoir is to be known as the Green Mountain.

The dam site is located in the E 1/2 of sec. 15, T. 2 S., R. 80 W., sixth principal meridian, near the head of a box canyon, between Green and Little Green Mountains, caused by the river cutting through a porphyry sill. The foundation bedrock consists of sedimentary rocks, either Dakota sandstone or Morrison shales, and the intrusive porphyry.

The irrigation outlet capacity is 1,000 cubic feet per second, and the power outlet capacity is 1,500 cubic feet per second. The spillway capacity is 25,000 cubic feet per second.

The reservoir will flood 2,100 acres of land and will have a capacity of 152,000 acre-feet.

From the water-supply studies it was found, assuming that full development had taken place in the Colorado River Basin and that the Big Thompson project had been in operation the last 35 years, that in the year 1931, the lowest year of dependable run-off record, the Colorado Basin users above Glenwood Springs would have been shorted 37,000 acre-feet for irrigation use and the Public Service Co. would have been shorted 16,000 acre-feet at their power plant at Shoshone during the nonirrigation season, or a total shortage of 53,000 acre-feet. Accordingly, 50,000 acre-feet of Green Mountain storage have been allocated to replacement purposes for which the water users in northeastern Colorado will pay $1,500,000. The remaining 100,000 acre-feet are allocated to power and will be paid for out of power revenues.

Since the average shortage for both power and irrigation for the last 10 years, the lowest 10 years of run-off record is 36,000 acre-feet. There would be the 16,000 acre-feet difference, and a portion of the 100,000 acre-feet let out for power that could be used by the Colorado Basin users to supply shortages that might occur in their irrigation use in years of extreme low run-off, these shortages not being caused by the transmountain diversion.

The total estimated cost of the dam and reservoir is $3,776,032, $2,276,032 of which will be paid for from power revenues.

GRANBY RESERVOIR AND STORAGE

The storage of Colorado River waters for the project is to be made in what is known as Granby Reservoir which is located in Tps. 2 and 3 N., Rs. 75 and 76 W., sixth principal meridian, in Grand County, Colorado. The reservoir basin occupies the valleys of Stillwater Creek, the south fork or Arapaho Creek, and the main Colorado River.

The damsite is located about 4 miles northeast of the town of Granby, Colo., in the NE1/4 of sec. 11, T.2 N., R. 76 W., in Grand County, Colo. It is located at the head of a short canyon which the river has cut through pre-Cambrian rocks forming a spur of the main Rocky Mountain mass. At the damsite the canyon at river-bottom level is 200 feet wide, while at elevation 8,275 it is 720 feet in width.

The dam is to be a combination earth and rockfill structure with a maximum height of 223 feet. The outlet capacity is 300 cubic feet per second and the spillway capacity is 12,000 cubic feet per second.

With the high-water line at elevation 8,275 feet the reservoir has a capacity of 482,860 acre-feet, and will flood an area of 6,943 acres.

This reservoir will not only intercept the flow of the Colorado at that point, but the flow of Willow Creek will be intercepted near Dexter, Colo., and brought into the reservoir through a canal of 1,000 cubic feet per second capacity. Willow Creek enters the Colorado about 2 miles below Granby Dam.

It is estimated that Willow Creek will supply an average of about 60,000 acre-feet per year, and that the total estimated cost of this diversion is $733,203.

The storage in Granby Reservoir will also be augmented by the flow of Meadow and Strawberry Creeks, tributaries of Fraser River which enters the Colorado about 5 miles below the dam. The canal intercepting these two creeks will have a capacity of 500 cubic feet per second, and it is estimated they will produce an average of 12,000 acre-feet a year. The total estimated cost of this diversion is $133,600.

If water supply records kept in the future show there is sufficient water supply left in the Fraser River below the City of Denver's diversion, a canal could be taken out of it just below the mouth of St. Louis Creek near the town of Fraser, Colo., and extend from there to Granby Reservoir, intercepting Ranch, Meadow, and Strawberry Creeks on the way. A small regulating reservoir should be built on Ranch Creek above where the Canal intercepts it.

NORTH FORK DIVERSION DAM AND SHADOW MOUNTAIN LAKE

In order to divert the water of the North Fork of the Colorado into Grand Lake and thence to the channel extending from it to the west portal of the Continental Divide tunnel, it is planned to construct a concrete overflow dam 35 feet in height, above streamed, across the North Fork about one-half mile below its junction with the Grand Lake outlet.

The dam site proper is located in the NW 1/4 sec. 19, T. 3 N., R. 75 W., and is a glacial morain cut through by the river.

The water backed up by this dam will form a lake called Shadow Mountain, the name of a nearby mountain, which will have a surface area of 1,356 acres. The elevation of this lake will be the same as Grand Lake and connected with it by means of the present outlet.

NORTH FORK DIVERSION DAM

The dam proper is a concrete gravity overflow spillway section, 90 feet long, with crest elevation at 8,370. This spillway is designed for maximum discharge of 1,800 cubic feet per second. On each side of the overflow section is a concrete gravity section containing three automatic siphon spillways on each side. The total spillway capacity is 9,400 cubic feet per second.

The total estimated cost is $483,928.

GRANBY PUMPING PLANT

As stated before, the water surface elevation of Granby Reservoir is 8,275 and the water surface of Shadow Mountain and Grand Lakes is 8,369. In order to get the water stored in Granby Reservoir into Shadow Mountain Lake and available for delivery through the Continental Divide tunnel, a pumping plant is located on the north shore of Granby Reservoir about one-half mile above the junction of the South Fork with the Colorado. A granite spur juts out into the reservoir site at that point making it ideal for the intake tunnels and a shaft for the pump.

The proposed pumping plant will contain three motor-driven vertical-shaft pumping units having a total capacity of 900 cubic feet per second with full reservoir and 550 cubic second-feet at low water. At normal water surface the capacity will be 870 cubic feet per second.

Each pump will be driven by a 6,500-horsepower synchronous motor.

Power will be delivered to the plant from a 69,000-volt

transmission line extending from power plant no. 1 just below Estes Park, around the Rocky Mountain National Park, and crossing the Continental Divide at Buchanan Pass about 5 miles south of the park boundary.

The water from the pumps empties into a canal of 900 cubic second-feet capacity and runs by gravity into Shadow Mountain Lake. It is planned to operate this canal all winter when temperatures get as low as 40° below zero. The latent heat in the water and the friction heat absorbed from the pumps will prevent this water from freezing and will keep quite an area open after the water reaches Shadow Mountain Lake.

The total estimated cost of the pumping plant is $1,250,000.

The total estimated cost of the pump canal is $417,553.

CONTINENTAL DIVIDE TUNNEL

The west tunnel portal is connected with Grand Lake by means of a channel constructed 67.5 feet in width and 15 feet in depth. At the lake end of this channel a permanent concrete barrier or weir will be placed with a crest elevation at 8,368 which would be the minimum elevation to which the water in Grand Lake could be drawn. Since the barrier is so constructed that it requires the water to be 1 foot in depth over it to supply the normal capacity of the tunnel, the normal elevation of Grand and Shadow Mountain Lakes would be 8,369 feet.

The present maximum fluctuation of Grand Lake is about 4 feet, or from an elevation of 8,368 in winter to 8,372 feet during the peak run-off from melting snow. The automatic control gates at the North Fork Diversion Dam and at tunnel inlet will so control the elevation of the water surface in Grand Lake that it would never fluctuate more than 1 foot.

The Continental Divide tunnel extends from the easterly end of Grand Lake to Wind River, southwest of Estes Park, with an azimuth of 242° 20′ 30″, and length of 69,023 feet. It is to be horseshoe shape 9.5 feet in diameter and lined throughout with a 9-inch concrete lining.

It will be located entirely in pre-Cambrian rock consisting of the Longs Peak and related granites and the gneisses and schists of the Idaho Springs formation. The granites are strong massive rocks. Gneisses predominate over schists and only a small proportion have prominent and continuous cleavage planes. The proportion of granite to gneiss and schist is approximately 4 to 1.

From a detailed geological survey of the tunnel and comparing it with conditions actually encountered in the Moffat Railroad

tunnel, which was built under the Continental Divide for the Denver & Salt Lake Railroad, and about 25 miles due south of this one, it was estimated there would be only 400 feet of bad ground and 5,200 feet of ground needing support. However, for purposes of estimate, it was figured there would be 6,900 feet of bad ground and 17,500 feet of ground needing support. The total estimated cost is $7,271,371.

POWER CONDUIT NO. 1

Power conduit no. 1 extends from the east portal of the Continental Divide tunnel in Wind River to the penstock of power plant no. 1 on the northeast slope of Prospect Mountain.

Both ends of the Continental Divide tunnel are without the national-park boundaries but the area east of the east portal is authorized by Congress to be taken in, through that area. The water will be taken through a closed conduit consisting of a 10-foot reinforced concrete pipe completely buried. The total length of power conduit is 5.36 miles, of which 1.86 miles is closed conduit, 1.19 miles is concrete lined tunnel, 0.98 mile is siphon, and the remainder is open canal.

The total estimated cost of power conduit no. 1 is $1,101,000.

POWER PLANT NO. 1

Power plant no. 1 will be located on the south bank of the Big Thompson River about one-half mile east of Estes Park. It will contain two 15,000 kilovolt-ampere generating units with auxiliaries. Each unit will consist of a vertical-shaft, single runner, spiral-casing type hydraulic turbine operating under an effective head of 705 feet direct connected to a 15,000 kilovolt-ampere water-wheel type generator. A complete description with cost estimate will be found in Power and Pumping Summary.

Until there has developed a sufficient market for power to justify the construction of power plants nos. 2 and 3, the water will be turned into the Big Thompson at power plant no. 1 and carried by that stream to a diversion dam located in SE 1/4 sec. 1, T. 5 N., R. 71 W., about midway between the present diversion dam and power plant for the town of Loveland, Colo.

POWER CANAL NO. 4

From this diversion dam the water will be carried in a canal of 750 cubic second-feet capacity on the south side of the stream a distance of 4.03 miles to a point just above the mouth of the Big Thompson Canyon. At this point a portion of the water will drop direct into the Big Thompson River to supply the supplemental water demands of that stream and a portion

will be siphoned across to elevation 5,450 to supply the canal going to the Poudre River, which will be described later. Power plants nos. 4 and 4-A will be constructed at this point to take advantage of a fall of 550 feet into the Thompson and 358 feet to the Poudre canal when the power market justifies.

CARTER LAKE SUPPLY CANAL

About 3.07 miles below the diversion dam mentioned above, a canal of 300 cubic feet per second takes off toward the south and supplies Carter Lake.

This canal is 8.78 miles in length, of which 7,040 feet is tunnel, 1,878 feet siphon, and the remainder is open canal.

The estimated cost of this supply canal is $710,629.

CARTER LAKE RESERVOIR

This site is located in Ts. 4 and 5 N., R. 70 W., of sixth principal meridian, about 1 mile north and 7 miles west of Berthoud, Colo.

The reservoir will occupy a valley about 2-3/4 miles long and from one-half to 1 mile wide. The northern portion of the area is a natural basin called Carter Lake. This lake dried up during the last 5 drought years, for the first time within the memory of the white settlers.

The proposed maximum water surface in the reservoir is at elevation 5,760 with a capacity of 111,963 acre-feet. The area of high water line is 1,150 acres. For this water surface three dams will be required. Dam no. 1 is located at the natural outlet of the valley and will contain the outlet works for the reservoir; the other two dams will occupy saddles. These dams are earth and rock fill; the main dam is 243 feet high, and the saddles 43 and 48, respectively.

The capacity of the outlet to St. Vrain supply canal is 300 cubic feet per second, the outlet to the Big Thompson has a capacity of 1,000 cubic feet per second.

The total estimated cost of the reservoir is $1,822,202.

ST. VRAIN FEEDER CANAL

A canal of 300 cubic feet per second capacity will extend from the small outlet of Carter Lake to the St. Vrain, reaching the St. Vrain high enough to supply all ditches.

The length of this canal is 9.76 miles with 3,445 feet in tunnel, 1,575 feet of siphons, and the remainder open canal.

The estimated cost of the St. Vrain feeder is $368,951.

BIG THOMPSON FEEDER

About one-half mile below Carter Lake Dam a canal will be taken out of the draw leading from the dam, and will run into Cottonwood Creek, a tributary of the Big Thompson. This canal will have a capacity of 1,000 cubic feet per second and be 5.37 miles in length.

The cost is estimated at $155,246.

HORSETOOTH SUPPLY CANAL

This canal starts at the end of a siphon across the Big Thompson from power conduit no. 4. This water will pass through power plant no. 4-A when constructed. The canal starts at elevation 5,450 with a capacity of 250 cubic feet per second. The structures, however, are designed for a capacity of 400 cubic feet per second on the theory that some time in the future it might be necessary to increase the capacity of the canal to that amount. The length of this canal is 9.88 miles, of which 12,863 feet is tunnel, 3,296 feet is siphons, and the remainder open canal.

The elevation of 5,450 was chosen because it not only puts the water above all present diversions on the Poudre River, but it afforded the most direct and economical route.

The estimated cost of this feeder is $1,208,391.

HORSETOOTH RESERVOIR

The proposed Horsetooth Reservoir will occupy a valley 6 miles long and from one-quarter to three-quarters miles wide, extending in a north-south direction, formed by the erosion of soft red beds of Lykens formation between harder ridges of Lyons on the west and Dakota sandstone on the east. There are three natural outlets to the east through the Dakota hogback, namely, Soldier, Dixon, and Spring Canyons, which are the sites of three proposed dams of the same names. The fourth proposed dam, Horsetooth, will cross the valley at the north end on a low saddle separating the valley from drainage to the north into the Poudre River. The outlet will be through the Horsetooth Dam saddle. There are no outlets through the other dams. The proposed water surface is at 5,400 feet in elevation which gives a capacity of 96,756. The area flooded will be 1,513 acres. The outlet capacity was designed for 1,200 cubic feet per second with reservoir full. This large capacity is necessary as the irrigation use requires that the entire amount of supplemental water be delivered at a rate that would supply it in 60 days.

The advantages of a reservoir at this point are: It is high enough to supply all users from the main Cache La Poudre River and is located close to it. It takes the place of 6 miles of canal through rough country and allows a canal of 250 cubic second-feet to be constructed from the Big Thompson instead of one for 1,000 cubic feet per second.

The estimated cost of the reservoir is $3,625,021.

POUDRE FEEDER CANAL

From the outlet of Horsetooth Reservoir a canal of 1,000 cubic second-feet capacity will extend north to Lewstone Creek, a tributary of the Poudre. The water will run down this creek to the Poudre above all the diversions except the Poudre Valley.

POUDRE VALLEY FEEDER CANAL

A canal will extend from Lewstone Creek to the Poudre Valley Canal about 1 mile below its headgate, crossing the Poudre River in a siphon. This canal will have a capacity of 400 cubic feet per second to take care of the supplemental demands of the Poudre Valley Canal and also the demands of the North Poudre irrigation district. The total length of the two canals is 5.48 miles.

The cost of the Poudre Feeder and Poudre Valley Canals is estimated at $632,843.46.

NORTH POUDRE FEEDER CANAL

It is planned to enlarge the Poudre Valley Canal for a distance of 3.58 miles from the point the supply canal enters to the location of the pumping plant for the North Poudre district. This will enlarge the canal from a capacity of 500 to 750 cubic feet per second and the estimated cost is $11,436.

NORTH POUDRE PUMPING PLANT

This pumping plant, constructed on the banks of the Poudre Valley Canal, will consist of two 75 cubic second-feet capacity vertical synchronous motor driven single stage pumps, operating against an effective head of 187 feet. The estimated cost is $200,000.

NORTH POUDRE FEEDER CANAL

This canal of 150 cubic second-feet capacity extends from the pressure outlets of the pumping plant to the North Poudre Canal, a distance of 9.98 miles.

The estimated cost is $128,889.

ARKINS RESERVOIR

This reservoir is located on Buckhorn Creek, a tributary of the Big Thompson, in Tps. 5 and 6 N. R. 70 W., sixth principal meridian, and about 8 miles northwest of Loveland, Colo. The object of this reservoir is to provide storage for Colorado River waters brought over in the wintertime and to be used to supply supplemental water on the lower South Platte in water districts 1, 2, and 64. It will also serve in connection with the use of the 16,000 acre-feet of floodwater now available on the Big Thompson.

The bringing of more of the supplemental water over in the wintertime aids materially in the production of a maximum amount of power out of the waters of the Big Thompson River. For that reason the entire cost of the inlet to Arkins Reservoir and one-half the cost of the reservoir itself is assessed against power and paid for out of power revenues from plant no. 1.

The capacity of Arkins Reservoir is 50,000 acre-feet with a high water line at 5,275 feet elevation and floods 929 acres of land.

The dam site occupies a notch cut through the Dakota sandstone ridge by Buckhorn Creek.

The main dam is an earth- and rock-fill structure 155 feet in height with an outlet capacity of 650 cubic feet per second and a spillway of 10,000 cubic second feet capacity.

There is a saddle dam, in addition to the main dam of earth- and rock-fill construction, 50 feet maximum height, built across a saddle at the southern extremity of the reservoir.

The total estimated cost of the reservoir and dam is $1,740,737.

The estimated cost of the Arkins Reservoir inlet is $351,488.

This inlet diverts from the Big Thompson River just below the dam of the Handy Canal and follows around the north side of the river a distance of 2.33 miles to Arkins Reservoir.

ROCKY MOUNTAIN NATIONAL PARK

Every effort has been made in the survey and design of this project to not disturb the natural beauties of the Rocky Mountain National Park and its surrounding areas. The Continental Divide tunnel was lengthened 1.6 miles in order that its extremities should fall outside the boundaries of the park. The conduit leading from the east portal of the tunnel to power

plant no. 1 is to be buried and the surface landscaped through the area authorized by Congress to be added to the park. The waste from the east portal of the tunnel placed in this area is to be terraced and planted with evergreen trees. The waste from the west portal is to be used to fill up some low areas and render the area suitable for the building of summer homes.

The approach to the Western Gateway of the Rocky Mountain National Park will be along the shores of Shadow Mountain Lake with its fluctuation of only 1 foot instead of the swampy area that now breeds mosquitoes and exposes mud flats in low water.

The bill authorizing the creation of the Rocky Mountain National Park reserved the right for the Bureau of Reclamation to survey and construct an irrigation project within the boundaries of the park.

OPERATION OF THE SYSTEM

IRRIGATION PROJECT OPERATIONS

The system is planned and it is anticipated that it will be operated in a manner to have the water available in Carter Lake, Horsetooth and Arkins Reservoirs available by July 1, to the full capacity of those reservoirs, 256,000 acre-feet. The usual demand for supplemental water begins July 1 to 15 and extends to September 15 to 30. The outlets of the reservoirs are planned to deliver the water from the reservoirs in 60 to 75 days, including the water that must pass through them for direct delivery that may be in the way of being transferred from the Colorado River Basin to the eastern slope during the period of irrigation application. The balance of the 310,000 acre-feet, or 54,000 acre-feet, will be available for direct irrigation use as brought over during the above period or to some extent may be required prior to July 1.

The run-off of the waters of the Colorado River here contemplated to be used will largely be secured from the melting snows during May, June, and early July and stored in the Granby Reservoir. During the fall of that year, winter and spring of the following year, the water will be transferred from the Granby Reservoir through the Continental Divide tunnel at a uniform rate and restored in the Carter Lake, Horsetooth, and Arkins Reservoirs. This will permit a flow that is well suited to the development of firm power through the five power plants that will eventually be constructed along the Big Thompson as shown on the map of the general layout.

Granby Reservoir will act as a hold-over reservoir to carry the water from years of excessive run-off to years of subnormal flow.

POWER PROJECT OPERATION

Water will be carried through the Continental Divide tunnel at a uniform flow for the generation of power at the several power plants, except that the quantity will be reduced during the summer season when some water from the Big Thompson is available for power purposes in power plants nos. 2, 3, 4, and 4-A. At this period there will be little or no demand for power for pumping at the Granby pumping plant, which will permit the cutting down of the quantity of water to take care of the commercial power load.

It is planned to construct the Granby pumping plant and the Granby pump canal 150 percent of the capacity of the Continental Divide tunnel. This will permit the operation of the pumping plant at full capacity with off-peak power, and reduce the amount of pumping with firm power. The varying discharge of the pump ditch during the 24-hour period will be equalized by the Shadow Mountain and Grand Lakes, so that a uniform discharge will be maintained through the Continental Divide tunnel. The range in height of water surface in Shadow Mountain and Grand Lake to equalize this flow will not exceed two-tenths of a foot, and will be greatest in the winter and early spring months.

There is an average of 16,000 acre-feet of surplus water on the Big Thompson available for storage in the system mainly in May and June. In order to take this water into the reservoirs it will be necessary to reserve capacity in the three reservoirs on the eastern slope until toward the latter part of June. The snowfall, the main source of this water supply, will be known well in advance so that operations of the several parts of the system, including the production of power at the several power plants, can be adjusted to take care of this water and hold back an equal amount in Granby Reservoir.

TENTATIVE PROJECT FINANCIAL SET-UPS

This proposed development consists of two projects: first, the irrigation project, and second, the power project.

It is planned that those features of the development that are used mainly for irrigation are grouped under the irrigation project set-up, while those used entirely, or are made of a greater capacity because of power development, are grouped in whole or in part in the power project set-up.

IRRIGATION PROJECT

The following major features with their appurtenant structures are given with the estimated field costs including 10 percent for engineering and 15 percent for contingencies. The full capacity of Arkins Reservoir is necessary to develop a

larger portion of firm power than would otherwise be possible without it. At the same time, a reservoir of half its capacity or additional capacity in Horsetooth or Carter Lake Reservoirs would be necessary to provide capacity to deliver the irrigation water as needed. It is, therefore, deemed equitable to divide the cost of this reservoir equally between the irrigation and power projects.

The Green Mountain Reservoir, with a capacity of 152,000 acre-feet, is larger than is necessary to furnish replacement for a like amount of water diverted by the project above Granby Dam at a time when it would be required for irrigation, present and future, and to furnish the Shoshone power plant 1,250 second-feet or such lesser amount that they would be entitled to receive if the proposed project was not operating. From studies made, it appears that 50,000 acre-feet will be sufficient to replace all the water that the proposed project will take at a time when required for use lower down in the stream within the State. Therefore 52,000 acre-feet of the Green Mountain Reservoir capacity is allocated for replacement (including evaporation losses) and charged to the irrigation project. The balance of the capacity or 100,000 acre-feet is allocated to the power project and is to be paid for out of power revenues.

The following is a summary of the irrigation project costs:

ESTIMATED COST CHARGEABLE TO IRRIGATION FEATURE

Willow Creek feeder canal		$ 733,203
Granby Reservoir		2,813,703
Granby pumping plant		1,250,000
Granby pump canal		417,553
North Fork diversion dam		483,928
Continental Divide tunnel		7,271,371
Carter Lake supply canal		710,629
Horsetooth supply canal		1,208,391
St. Vrain feeder canal		368,951
Big Thompson feeder canal		155,246
Poudre feeder canal		632,843
Poudre Valley feeder canal		11,436
North Poudre feeder canal		128,889
North Poudre pumping plant		200,000
Horsetooth Reservoir		3,625,021
Arkins Reservoir		1,859,323
Carter Lake Reservoir		1,925,253
Green Mountain Reservoir (52,000 acre-feet replacement) (100,000 acre-feet for power)		3,776,032
Improvement of Colorado River above Kremmling to maintain fishing and to adjust the present irrigation system to the altered conditions		300,000
		27,871,772
Less the following items tentatively chargeable to power:		
One-half cost of Arkins Reservoir	$ 929,661	
Portion of cost of Green Mountain Reservoir for 100,000 acre-feet	2,276,032	
		3,205,693
Cost of irrigation features		$24,666,079
Say		$24,800,000

REPAYMENT

Twenty-four million eight hundred thousand dollars upon 310,000 acre-feet at $80 per acre-foot.

Two dollars per acre-foot on 40-year repayment basis.

In the above repayment is predicated upon the contracts to be made upon a basis of 310,000 acre-feet. Beside the 320,000 acre-feet available from the Colorado River drainage there is an average of 16,000 acre-feet available for storage on the Big Thompson, making 336,000 acre-feet in all, leaving 26,000 acre-feet for losses on the eastern slope and for the uncertain, heretofore mentioned in operations on the western slope.

The power costs are shown under the heading "Power and pumping system".

The construction of power plant no. 1 as shown in the power set-up is a necessary development in order to secure power for pumping purposes at the Granby pumping plant.

POWER AND PUMPING SYSTEMS

The ultimate power and pumping system is proposed to consist of the major pumping plant at Granby, power plant no. 1 near the town of Estes Park, power plant no. 2 near Drake post office, power plant no. 3 at Cedar Cove, power plants nos. 4 and 4-A near the mouth of the Big Thompson Canyon, and power plant no. 5 at the Green Mountain Reservoir. If conditions justify, there may also be a pumping plant on the Poudre River near the point where the proposed Poudre supply canal crosses the river. Power plant no. 5, Granby pumping plant, and power plant no. 1 would be interconnected by a single circuit 69,000-volt transmission line. Power plants nos. 1 to 4-A, inclusive, would be interconnected by two 115,000-volt transmission lines and these same lines would extend to one or more load centers where the power could be disposed of commercially.

The buildings for the power and pumping plants would be of reinforced concrete construction of suitable size to house the machinery and provide space for such facilities as would be required for efficient and economical operation. For scenic reasons, special care would be taken in the architectural design of the buildings to make them blend in with the beauties of the surrounding territory so as to be both as inconspicuous as possible and also as artistic as feasible without undue expenditure. An artist's sketch of one of these buildings is included with the report.

Following is a tabulation covering the essential data for each of the power and pumping plants:

POWER PLANTS

Plant designation	Effective head in feet	Turbine capacity in cubic feet per second	Power available in horsepower	Number of Units	Size of each unit in horsepower	Installed power in kilowatts
No. 1	704	550	38,800	2	20,000	30,000
No. 2	1,195	550	65,800	2	34,000	50,000
No. 3	328	550	18,000	2	9,000	13,500
No. 4	550	400	22,000	1	22,000	16,000
No. 4-A	381	250	9,500	1	9,500	7,000
No. 5	225	1,500	33,800	2	17,000	26,000
Total installed power in kilowatts						142,500

PUMPING PLANTS

Plant designation	Head in feet	Pump capacity in cubic feet per second	Capacity of each pump in cubic feet per second	Number of pumps	Rating of each motor in horsepower	Power required in kilowatts
Granby	130	870	290	3	6,500	15,000
Poudre	187	150	75	2	2,000	3,000
Total installed pumping, kilowatts						18,000

POWER PLANT NO. 1

Power plant no. 1 will be located on the south bank of the Big Thompson River about one-half mile east of the village of Estes Park and will contain two 15,000 kilovolt-amphere generating units with auxiliaries. Each unit will consist of a vertical shaft, single-runner, spiral casing type of hydraulic turbine operating under an effective head of approximately 705 feet and direct connected to a 15,000 kilovolt-ampere water-wheel type generator with direct connected exciter and pilot exciter. Water would be supplied to each turbine through a steel penstock approx-

imately 5,000 feet long, with synchronous bypasses provided so that the flow through the penstock can be discharged either through the turbines or the bypasses into the Big Thompson River. The bypasses will be mechanically connected to the turbine gate operating mechanism so that rapid governing of the units under varying load conditions can be effected without creating excessive water hammer. Trashracks with shut-off gates for each penstock will be provided in the forebay structure. The headgates will be controlled from the power plant. A spillway will be provided to care for the flow when the headgates are closed and the penstocks inoperative. The plant will be equipeed with all necessary auxiliaries, including a traveling crane for handling the large pieces of equipment. A small machine shop will be provided for making minor repairs. An outdoor type substation with self-cooled transformers will be provided for stepping the voltage up to 69,000 for transmission to the Granby pumping plant, and to 115,000 volts for transmission to commercial markets. The substation structure will be of the conventional structural steel type with high voltage oil circuit breakers, lightning arresters and necessary auxiliaries. The control of the oil circuit breakers will be from the main power plant switchboard. Operators' quarters, a warehouse, and a large machine shop for general project repairs will be provided in the vicinity of the power plant.

POWER PLANT NO. 2

Power plant no. 2 will be located about one-half mile northwest of Drake, on the south bank of the north fork of the Thompson River just above its junction with the Big Thompson. The plant will contain two 25,000-kilovolt-ampere generating units of the horixontal shaft type. The net head will be approximately 1,195 feet. Each unit will consist of a double overhung impulse wheel hydraulic turbine with the generator mounted in the center, between the two runners. A direct connected exciter and pilot exciter will be mounted at one end. Water will be delivered to the turbines through two steel penstocks about 4,150 feet long. Each penstock will be provided with two branches to the turbine nozzles and each branch will be provided with a synchronous bypass arranged so that the flow through the penstock can be discharged through either the nozzles of the bypasses to the river. The bypasses will be mechanically connected to the turbine nozzle operating mechanism so that rapid governing can be effected under varying load conditions without excessive water hammer. The head-gate structure will be provided with trash racks and sliding gates at the end of the penstocks and a spillway to care for the flow when the gates are closed. The plant will be complete with all necessary auxiliaries for station service requirements and with a crane for handling the machinery. A structural steel outdoor type substation will be provided with self-cooled transformers for stepping the voltage to 115,000 volts, and with outdoor type oil circuit breakers, lightning arresters, and other necessary auxiliaries. The operation of the substation will be

handled from the main switchboard of the power plant. Quarters for the operators will be provided adjacent to the power plant.

POWER PLANT NO. 3

Power plant no. 3 will be located about one-half mile east of the Loveland power-diversion dam on the north bank of the Big Thompson River. The plant will contain two 6,500 kilovolt-ampere generating units, each consisting of a vertical hydraulic turbine direct connected to a generator with main exciter and pilot exciter. The effective head will be approximately 328 feet. Water from the head-gate structure will be delivered to the turbines through steel penstocks about 650 feet long. Each penstock will be provided with a synchronous bypass arranged so that the flow through the penstock can be discharged either through the turbines or the bypasses to the Big Thompson River, and to allow rapid governing of the units without excessive water-hammer. The head-gate structure will be provided with trashracks and sliding gates at the head of the penstocks and a spillway to care for the flow when the gates are closed. The plant will be complete with all necessary auxiliaries for station-service operation, and with a crane for handling equipment. The plant will be provided with a structural-steel outdoor-type substation similar to that proposed for plant no. 2.

POWER PLANTS NOS. 4 AND 4-A

Power plant no. 4 will be located about 2 miles east of Cedar Cove on the south bank of the Big Thompson River, while power plant no. 4-A will be located a short distance upstream from plant no. 4., and at an elevation about 175 feet above the river. The capacity of plant no. 4 will be 16,000 kilovolt-amperes and of plant no. 4-A, 7,000 kilovolt-amperes. One unit only will be provided at each plant and will consist of a vertical-shaft, single-runner, spiral-casing type turbine direct connected to a vertical water wheel generator with direct connected main and pilot exciters. Plant no. 4 will have an effective head of about 500 feet, and plant no. 4-A, 380 feet. Plant no. 4 will receive its water through a single steel penstock about 1,960 feet long, and plant no. 4-A, through a similar pipe about 1,400 feet long. Each plant will be provided with synchronous bypasses similar to those in plants nos. 1 and 3. Plant no. 4 will discharge directly into the Big Thompson River. Plant no. 4-A will be siphoned under the river through a pressure tunnel to the proposed Poudre supply canal, but will have provisions so that if so desired, the water may be discharged directly into the Big Thompson River. The headgate structure will be provided with trashracks, sliding gates, and spillways similar to those in plants nos. 1, 2,and 3. A single outdoor structural steel type switchyard will be provided for the two plants. The equipment in this substation will be similar to that for plants nos. 1, 2 and 3. Plant no. 4-A will be remotely controlled from plant no. 4, so

that the two plants can be operated with one set of operators. The plant will be complete with auxiliaries and cranes similar to that in other plants. Quarters for the operators will be provided in the vicinity of the plants.

POWER PLANT NO. 5

Power plant no. 5 will be located about 12-1/2 miles southeast of Kremmling, on the east bank of the Blue River, immediately downstream from the dam forming the proposed Green Mountain Reservoir. The plant will contain two 13,000 kilovolt-ampere generating units of the vertical hydraulic-turbine driven type, with direct connected generator with main and pilot exciters. The plant will have a varying head depending upon reservoir water surface, but it is expected that the average head will be about 225 feet. The trashrack and intake structure will be located immediately upstream from the dam and a single steel penstock installed in the tunnel will conduct the water to the power plant. Each turbine will be provided with a pressure regulator or relief valve to limit the water hammer under sudden change of load conditions. The plant will be complete with necessary auxiliaries for station service, a small machine shop for minor repairs, and a crane for handling equipment. An outdoor structural steel substation will be provided complete with equipment for stepping the voltage up to 69,000 volts for transmission and with oil circuit breakers and other necessary auxiliaries for the control and protection of the lines and equipment. The oil circuit breakers will be controlled from the main switchboard of the power plant. Quarters for operators will be constructed in the vicinity of the power plant.

GRANBY PUMPING PLANT

The Granby pumping plant will be located approximately 6 miles south of the village of Grand Lake on the north shore of the proposed Granby Reservoir. The plant will contain three motor-driven vertical-shaft pumping units having a total capacity of 900 second-feet at full reservoir, and 550 second-feet at low water. The total capacity at the normal water surface will be approximately 870 second-feet. The motors will be of the synchronous type and arranged for semi-magnetic operation. That is, the operator will be required only to close the main switch to the unit in order to place it in operation, and to open the same switch to discontinue operation. The motors will be equipped with direct connected exciters. The water from the Granby Reservoir will be delivered to the pumps through tunnels about 155 feet long. A channel in the reservoir will convey the water to the mouth of the intake tunnels in extreme low water. Water from each pump will be discharged through about 175 feet of tunnel, and 165 feet of steel pipe to the canal at elevation approximately 8,381. This canal, which will be approximately 4 miles in length, will discharge into the proposed Shadow Mountain Lake. The center line of each pump and propeller will be at approximately elevation 8,145, with the base of the motor driving the pump 135 feet above,

or at elevation 8,280. Vertical shafts in the rock between the underground pump room and the motor room on the surface will accommodate the shafts connecting the pumps to the motors. Each pump will have a capacity of 290 second-feet when operating under a total dynamic head of 130 feet and will be driven by a 6,500-horsepower synchronous motor.

The entrances to the intake tunnels will be provided with trashrack and stop-log structures, and sliding gates will be installed at the intake and discharge of each pump. The intake gates will be located in the gallery adjoining the pump room and will be hydraulically operated. The discharge gates will be located at the head of the canal and will be of a type which will close automatically in the event power service is interrupted, so as to prevent water in the canal from running back down through the pump.

The pumping plant will be complete with auxiliary pumping units for unwatering the intake and discharge tunnels and the drainage sump. It will also be complete with all other necessary station auxiliaries, including a crane for handling the equipment. A small machine shop will be provided for making minor repairs. quarters for the operators will be provided in the vicinity of the plant.

Power will be delivered to the plant from a 69,000-volt transmission line, through an outdoor structural steel type substation containing self-cooled transformers, together with all necessary protective apparatus and auxiliaries. The operation of the substation will be handled from the main switchboard of the pumping plant.

POUDRE PUMPING PLANT

The Poudre pumping plant will be located on the Poudre Valley Canal at a point about 3 miles below the crossing of the proposed Poudre supply canal. It is proposed to have a capacity of 150 second-feet, composed of two 75-second-foot vertical synchronous-motor-driven single-stage pumps, operating against an effective head of 187 feet. The plant will be complete with all necessary auxiliaries, including a crane for handling the equipment. An outdoor substation will be provided for stepping the voltage down from transmission voltage to motor voltage. Due to the relatively short periods of operation, it is not probable that it will be necessary to construct operator's quarters at this plant.

TRANSMISSION SYSTEM

The transmission system will consist of a single 69,000-volt circuit connecting power plant no. 5 with the Granby pumping plant

and power plant no. 1. Power plants nos. 1 to 4-A, inclusive, will be connected by two 115,000-volt lines and two 115,000 volt lines will continue to market. For the purpose of this report only, and to include a sufficient amount in the cost estimates for any probable transmission set-up, this market has been assumed as the Valmont steam plant of the Public Service Co. of Colorado. Power plant no. 4 will be connected with the Poudre Pumping plant by one 34,500-volt transmission line. The number of lines and mileage involved in each are as shown in the following tabulation:

From--	To--	Number of lines	Number of miles	Voltage
Power plant no. 5	Ka Rose	1	36	69,000
Granby pumping plant	Grand Lake	1	10	69,000
Do	Power plant no. 1	1	36	69,000
Power plant no. 1	Power plant no. 2	2	12	115,000
Power plant no. 2	Power plant no. 3	2	3	115,000
Power plant no. 3	Power plant no. 4	2	4	115,000
Power plant no. 4	Valmont	2	27	115,000
Do	Poudre pumping plant	1	18	34,500

The line to the Poudre pumping plant would be a wood-pole line with pintype insulators. All other lines would be of the wood-pole, H-frame type, with suspension insulators, and combining all of the most modern features for continuity of service, ease of maintenance, and long life. The line from power plant no. 1 to the Granby pumping plant will probably require special construction to give added strength in the mountainous region near the Continental Divide.

In order to provide power for construction, it is proposed that one of the first features of the project would be to build one of the permanent 115,000-volt circuits from the Valmont plant to plant no. 1, the permanent 69,000-volt lines from plant no. 1 to Granby pumping plant and from Ka Rose to the Green Mountain dam site, and an extension from the Granby Pumping Plant to the west portal of the proposed tunnel. Initially this entire line would be operated at 69,000 volts, and under such operation would be adequate for all contemplated construction activities. In connection with supplying construction power it would also be necessary to install a substation at the Valmont steam plant to step voltage up to 69,000 volts for transmission. Preliminary studies indicate that it would be advisable to make this substation

of approximately 5,000 kilovolt-ampere capacity.

The estimated cost of installing the facilities to provide construction power are as indicated in the following tabulation:

From--	To--	Miles	Cost Per mile	Cost Total
Valmont	Power plant no. 2	34	$6,750	$229,500
Power plant no. 2	Power plant no. 1	12	4,100	49,200
Power plant no. 1	Granby pumping plant	36	3,600	129,600
Granby pumping plant	Grand Lake	10	3,200	32,000
Ka Rose	Power plant no. 5	36	3,600	129,600
Total transmission lines.		128		$569,900
Substation at Valmont				$ 61,300
Total to supply power for construction				631,200

The transmission system as provided to furnish construction power would be adequate for transmission of power to markets from power plant no. 1 or power plant no. 5 if either were built individually, but the additional complete system would probably be constructed when two or more plants are constructed. The additional costs of the lines involved in this construction are shown in the following tabulation:

From--	To--	Miles	Cost Per mile	Cost Total
Power plant no. 1	Power plant no. 2	12	$4,100	$ 49,200
Power plant no. 2	Valmont	34	6,750	229,500
Power plant no. 4	Poudre pumping plant	18	1,800	32,400
Total additional cost of permanent transmission system.		64		$311,100

In addition to the transmission lines required for the disposal of power, it may be necessary that the Government also construct a substation at the point of power disposal. As a market survey has not been conducted to establish the points at which this power can be disposed of, or the quantities involved at each point of disposal, it is assumed for the purpose of this report

that the substations will average in cost $10 per kilowatt of capacity. Assuming that provision is made to dispose of a peak capacity of 140,000 kilowatts, this will involve an additional expenditure of $1,400,000.

POWER OUTPUT

Water supply studies indicate that with power plant no. 1 only constructed, there is available, above all requirements for pumping purposes, a constant power output at 100 percent load factor of 120,000,000 kilowatt-hours per year. Since the pumping plant capacity proposed is sufficient to allow pumping to be done in 16 hours of each day it will be possible to handle peak commercial power requirements without undue interference. With this in mind, it has been assumed for the purpose of this report that a market can be found which has a load factor such that 60 percent of this power or 72,000,000 kilowatt-hours per year can be absorbed as firm energy. The balance of this energy, or 48,000,000 kilowatt-hours per year, plus about 40,000,000 kilowatt-hours additional, which is available during various parts of the year, is classed as secondary energy.

Since the Valmont steam plant of the Public Service Co. of Colorado has an installed capacity of 75,000 kilowatts, it appears that the 88,000,000 kilowatt-hours of secondary energy could be absorbed as a fuel saving measure if the price does not exceed fuel costs. Allowing 10 percent for line losses, this is equivalent to an average load of about 9,000 kilowatts.

FINANCIAL OPERATION OF POWER SYSTEM

It is contemplated that the initial power development would consist of the construction of power plant no. 1 only, together with such transmission lines and substations as are required to supply power to the Granby pumping plant and to commercial markets. The estimated construction cost of the strictly power features, as well as items which it is expected that power revenues will repay, is given below.

It is assumed that 5 mills per kilowatt-hour can be secured for firm energy and 1.8 mills per kilowatt-hour for secondary energy with delivery at the market. In each case 10 percent loss is allowed for transmission. The following gives the financial set-up for power plant no. 1, operation costs and returns.

While for the purpose of this report the allocation of construction cost to irrigation and power has been made on the basis set out below, it is understood that this allocation is not thereby fixed, and the same may be changed as further information may warrant until such time as the contract for repayment of the cost of the irrigation features has taken final form.

Power plant no. 1 construction costs

Power plant no.1near Estes Park	$1,778,000
Conduit from east portal continental divide tunnel to power plant no. 1	1,101,000
Transmission lines connecting power plant no. 1 with Granby pumping plant--with Valmont and line to North Poudre pumping plant	440,000
Commercial substation (30,000 kilowatts)	330,000
Headquarters at power plant no. 1 for operation of power system	100,000
Subtotal	3,719,000
Interest during construction, 3 percent	112,000
Total repayable in 50 years with interest	3,831,000
One-half cost of Arkins Reservoir	929,661
Portion of cost Green Mountain Reservoir, for 100,000 acre-feet allocated to power	2,276,032
Payable on 40-year basis without interest	3,205,693
Total cost power plant no. 1 including other items that are required to be accomplished with the initial development	$7,036,693

Annual revenues from power plant no. 1

From sale of 65,000,000 kilowatt-hours firm power, at $0.005	$ 325,000
From sale of 79,000,000 kilowatt-hours secondary power, at $0.0018	142,000
From rental of water for power development to privately owned plants	20,000
Gross annual income	487,000

Annual operation and maintenance plus retirment of principal

Brought forward	$ 487,000
3.887 percent, on $3,831,000, interest and retirement of investment on basis of 50 years	148,000
Repayment of $3,205,693 on basis of 40 years without interest	80,000
Operation and maintenance of power plant	36,000
Operation and maintenance Granby pumping plant	27,000
Operation and maintenance of transmission lines	13,800
Operation and maintenance conduit, tunnel, and canals	15,000
Depreciation, 1.5 percent, on $3,831,000	57,000
General expense	18,200
Total annual costs	$ 395,000
Annual surplus during 40 years repayment period of the non-interest-bearing obligation	92,000

FULL POWER DEVELOPMENT

The results of this study indicate that the initial installation proposed is sufficient from a financial standpoint to return all necessary costs of operation and repayments.

There are five additional plants that can be developed in the future in a manner that will keep pace with the power requirements of the section that may be served and not have a large unearning investment tied up for some years.

The following is an estimate of the cost of the additional power plants that may be constructed in the future, but are not a part of the initial development.

Power plant no. 5	$1,190,000
Green Mountain-Ka Rose transmission line	130,000
Operators' quarters	60,000
Substation (20,000 kilowatts)	200,000
Subtotal	1,580,000
Interest during construction, 3 percent	47,400
	1,627,400

The above plant, together with plant no. 1, will produce: 113,000,000 kilowatt-hours firm power annually; 92,000,000 kilowatt-hours secondary power annually.

The following are the construction costs of developing power plants nos. 2, 3, 4, and 4-A with appurtenant structures:

Power plant no. 2	$2,325,000
Power plant no. 3	665,000
Power plant no. 4	760,000
Power plant no. 4-A	420,000
Power canal no. 2	2,444,000
Power canal no. 3	493,000
Power canal no. 3-A	113,000
Power canal no. 4	1,194,000
Operators' quarters	150,000
Substations (90,000 kilowatt hours)	900,000
Additional transmission lines	311,000
Subtotal	9,775,000
Interest during construction, 3 percent	293,250
Total repayable in 50 years with interest	10,068,250
Arkins Canal feeder, payable in 40 years without interest	351,000
Total power plants nos. 2, 3, 4, and 4-A	10,419,250
Total power plant no. 5	1,627,400
Total second-stage development	12,046,650

Total second-stage development (carried forward)	$12,046,650
Primary development plant no. 1	7,036,693
Cost of full power development	$19,083,243

The total salable output of the full development is estimated as follows, exclusive of that used for pumping:

	Kilowatt-hours
Firm power annually	360,000,000
Secondary power, annually	(1)200,000,000

(1) Out of an available production of 387,000,000 kilowatt-hours secondary power.

CONCLUSIONS

(1) There is a large area (615,000 acres) of irrigated land in northeastern Colorado, the major portion of which has an inadequate water supply.

(2) The feasible storage possibilities with the available water supply in the drainage area has been exhausted.

(3) There is at least an available water supply of 310,000 acre-feet on the upper drainage area of the Colorado River that can be diverted to supplement the present water supply on the eastern slope.

(4) That the diversion of this quantity of water from the Colorado River watershed will not interfere with or encroach upon the present or future irrigation along the Colorado River and tributaries within the State, with the protection provided in the Green Mountain Reservoir.

(5) That the plan for the project here laid out appears entirely feasible from a construction point of view.

(6) That the cost of construction estimated at $2 per acre-foot per annum over the repayment period of 40 years is less than storage water is now commanding and that it will increase the crop values five or more times this annual cost, showing its economic worth.

(7) That the power developments that may be made in the six power plants will produce a large quantity of cheap hydroelectric power that will materially benefit Colorado.

(8) That the revenues from the commercial power generated at

power plant no. 1 will pay for the power features as set up under the initial power development, in addition to the power required for pumping at Granby pumping plant, and in lieu of the irrigation features used in power development, the operation of the system to a point where the water leaves the tailrace of the lower power plants can be taken care of by the power development.

(9) That the cost of the irrigation feature of the project is within the ability of the water users to pay.

EXHIBIT 15-E2

FEDERAL REGISTER

VOL. 48, NO. 247
Thursday, December 22, 1983

NOTICES

OPERATING POLICY FOR GREEN MOUNTAIN RESERVOIR, COLORADO-BIG THOMPSON PROJECT, COLORADO

AGENCY: Bureau of Reclamation, Interior

ACTION: Final notice of Operating Policy for Green Mountain Reservoir.

EFFECTIVE DATE: January 23, 1984

FOR FURTHER INFORMATION CONTACT: Robert Berling, Project Manager, Bureau of Reclamation, South Platte River Projects Office, P. O. Box 449, Loveland, Colorado 80539, telephone (303) 667-4410.

SUMMARY:

The Bureau of Reclamation has the responsibility to operate and maintain the CBT (Colorado-Big Thompson) Project in accordance with the provisions of Senate Document 90 (Act of August 9, 1937, 50 Stat. 564). The policy defines the water supply and water service available and sets forth the procedures whereby water users may subordinate power generation for their water supply needs and provides a solution for repayment of reimbursable costs for the dam and reservoir. A proposed policy was published in the *Federal Register* on March 26, 1981, with a public review and comment period of 45 days. This policy, issued by the Regional Director, Lower Missouri Region, reflects the comments received.

The Bureau constructed Green Mountain Dam and Powerplant as features of the CBT Project. Green Mountain Dam and Powerplant are located on the Blue River, a tributary of the Colorado River in north-central Colorado. The CBT Project was recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 8360), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924, 43 Stat. 672). Funds for construction of the project were appropriated by the Interior Department Appropriation Act of 1938 (Act of August 9, 1937, 50 Stat. 564).

Notices will be published in the *Federal Register* prior to negotiations for any potential water service contracts. Actual operation of Green Mountain Reservoir under the policy will commence in 1984 on the date fixed by the Secretary of the Interior as specified in paragraph 3 of the Operating Policy.

BACKGROUND:

The Bureau of Reclamation constructed Green Mountain Dam and Powerplant as features of the CBT Project. Green Mountain Dam and Reservoir were completed in 1943.

The use and disposition of the water stored in Green Mountain Reservoir are under the jurisdiction of the Secretary of the Interior as set forth in Senate Document 80 (Act of August 9, 1937, 50 Stat. 564) and reaffirmed in the Consolidated Cases (Civil Actions Nos. 2782, 5016, and 5017); United States District Court for the District of Colorado (hereinafter referred to as Consolidated Cases). This authority has been delegated to the Regional Director, LMR (Lower Missouri Region), to be exercised in consultation with the Regional Director UCR (Upper Colorado Region). The Consolidated Cases remain under the continuing jurisdiction of the District Court (United States District Court for the District of Colorado).

The purposes for adopting a policy for the operation of Green Mountain Reservoir at this time are to quantify the presently perfected uses of water dependent upon the reservoir and to provide an orderly means of disposition of the remaining water in the reservoir for beneficial consumptive uses in the geographic area of Colorado west of the Continental Divide (hereinafter referred to as western Colorado). The policy provided that upon release, either pursuant to the provisions of Senate Document 80, subsequent court decrees and stipulations, or contractual arrangements entered into in accordance with this policy, the administration of all released waters shall be by the Colorado State Engineer, Colorado Division of Water Resources. The policy specifically defines the water supply and water service available and sets forth the procedures whereby water may be made available for beneficial consumptive use. Nothing herein contained shall be deemed to alter or change the duties and obligations of the Department of the Interior under the judgments and decrees entered in the Consolidated Cases, Senate Document 80, above referred to, the applicable provisions of the Constitution of the State of Colorado regarding water, and the State of Colorado laws regarding the adjudication and administration of water.

The reservoir has been in operation since 1943. Since the commencement of operations, there have been several years of below-average river flows, necessitating release of water to meet irrigation and domestic uses in western Colorado not satisfied by natural flows. Under Senate Document 80, the first obligation of the reservoir in such a circumstance is to augment irrigation and domestic uses existing in 1937 and, if stored water is thereafter available for release, to augment all such subsequent similar needs arising to the extent stored water therefor is available. The release of approximately 66,000 acre-feet of water from storage to supplement natural flow shortage in western Colorado was necessary in 1977.

POLICY:

The Operating Policy for Green Mountain Reservoir is set forth in the nine policy statements that follow.

1. Green Mountain Reservoir has a total storage capacity of 153,639 acre-feet of water. Of that total capacity, 52,000 acre-feet are available to provide replacement water in western Colorado when water is diverted to the eastern slope through the CBT Project. The yield from remaining capacity (commonly referred to as the 100,000 acre-foot power pool), including the refill right, will, to the extent feasible, be released through the powerplant, and the water so released shall be available for other beneficial consumptive uses in western Colorado as hereinafter set out.

2. Water will be released from Green Mountain Reservoir for western Colorado use from the 52,000 acre-foot CBT replacement pool to the extent necessary to replace CBT diversions which would otherwise be curtailed by a legal call on the river. Then the administration of water under the priority system established by the laws of the State of Colorado would result in curtailment in whole or in part of a water right for irrigation or domestic uses (as hereinafter defined) within western Colorado, which was perfected by use on or before October 15, 1977, and the use need is not met by the foregoing, water will be released without charge from Green Mountain Reservoir from the 100,000 acre-foot power pool to the extent necessary to permit diversions to the full amount of said decrees; *provided, however,* that releases from the power pool for these purposes shall not exceed 66,000 acre-feet of water per annum (measured at Green Mountain Dam), which quantity shall be deemed adequate to satisfy all such so perfected uses with a priority date senior to October 16, 1977. All such releases made pursuant to this paragraph shall be administered by the State Engineer under the priority system.

3. The releases required by paragraph 2 above shall be made within a 12-month period following the date fixed by the Secretary of Interior in accordance with paragraph 4(a) in the 1955 Stipulation in the Consolidated Cases.

4. When water is released for purposes other than those specified in paragraph 2 to meet certain western Colorado users' needs rather than for power generation at Green Mountain Powerplant (although power may be generated with such releases), an agreement will be required between the user and the Regional Director, LMR. Water service charges, including power interference charges when appropriate, relative to such agreements will be established by the Regional Director, LMR, after consultation with the Regional Director, UCR.

5. Differential water service charges will be charged for water released for domestic, irrigation (charges for domestic and irrigation uses shall be nominal), and industrial purposes. For the purposes of this Operating Policy, the following definition of the uses of water will apply.

a. *Domestic Use:* The use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, excepting only the irrigation and industrial uses of water as defined below.

b. *Irrigation Use:* The use of water for the commercial production of agricultural crops and livestock and other uses consistent with any water right decreed for irrigation purposes.

c. *Industrial Use:* The use of water for purposes of producing or processing a nonagricultural product or service for sale, including without limitation such uses as manufacturing, mining, milling, land reclamation, snowmaking, and non-hydroelectric power generation.

To the extent water is diverted by an individual, corporation, or other entity for uses heretofore described in paragraphs 5(a) and (b), such uses shall be so classified for water service charge purposes. All other uses by such an individual, corporation or entity, even if such use predates October 16, 1977, shall be subject to the requirements of paragraph 4 hereof.

6. Agreements as described in paragraph 4 with the water service charge based on the use as described in paragraph 5 may be consummated with water users in the geographic area of the Colorado River Basin. The water may be used in accordance with Colorado State law directly, by exchange, or by augmentation of water development to enable water to be beneficially used in western Colorado. Any agreements for such use and any agreements provided for in paragraph 8 hereof shall be referred to the State Engineer for review as to administration feasibility prior to execution. Such water service agreements shall be provided to the Division Engineer of the State of Colorado for administration of releases and deliveries.

7. Upon request by the Division Engineer of the State of Colorado, the Bureau shall release water from the 100,000 acre-foot power pool. First, to satisfy the needs of users pursuant to paragraph 2, and second, to satisfy the contract needs of users pursuant to paragraph 4. The Bureau, based upon water supply information developed pursuant to the Stipulation, Judgment, and Decrees in the Consolidated Cases, will take reasonable and prudent actions to insure that water released pursuant to paragraph 4 does not impair or diminish the availability of water for release pursuant to paragraph 2 hereof.

8. In order that no waste of water results from the unnecessary storage thereof and in order to maximize the beneficial use of water stored in Green Mountain Reservoir, the Regional Director, LMR, on a yearly basis between April 1 and May 15 will

determine the anticipated amount and uses of stored water reasonably necessary to meet the objectives of paragraphs 2 and 4 hereof. Any stored water in excess thereof may be disposed of on a short-term basis by agreement as provided in paragraphs 4 and 6 hereof.

9. Revenues resulting from any agreements provided for herein will be credited to the operation and maintenance costs of Green Mountain Dam and Reservoir, to power replacement, and to appropriate project costs.

Dated: December 16, 1983.

James Furse, Jr., *Acting Commissioner of Reclamation.*

(FR Doc. 83-33909 Filed 12-21-83; 8:45 a.m.)

previous commitments to the State and the irrigation districts.

Some of the major issues concerning further irrigation development on the Columbia Basin Project are: (1) Effects and implications of the trade-offs associated with use of Columbia River waters presently being reserved by the United States under State law for future development; (2) how much can water users pay toward construction of distribution facilities and who besides the water users should share in the cost of construction; (3) should the United States provide facilities to serve additional irrigation lands; (4) what measures should be taken to protect and enhance fish and wildlife and provide suitable recreation facilities in the area to be developed; and (5) extent and requirements of existing agreements.

To insure that the full range of issues and alternatives related to this proposal are discussed and all significant issues are identified, scoping meetings will be held as follows:

Location	Date	Time	Place
Pasco, WA	Jan. 16, 1984	7:30 p.m.	Franklin Co. P.U.D. Auditorium.
Moses Lake, WA	Jan. 17, 1984	7:30 p.m.	Big Bend Community College—Student Center.
Spokane, WA	Jan. 18, 1984	7:30 p.m.	Whitworth College—Little Theater.
Seattle, WA	Jan 19, 1984	7:30 p.m.	Seattle Center, Mercer Forum I and II.

Interested agencies, organizations, and individuals should write to or contact the Bureau of Reclamation at the address provided below. The contact person will be: Mr. Cline Sweet, Columbia Basin Project Office, Bureau of Reclamation, 32 C Street NW, P.O. Box 815, Ephrata, Washington 98823, Telephone: (509) 754–4611, Extension 209.

Dated: December 16, 1983.

James Furse, Jr.,

Acting Commissioner of Reclamation.

[FR Doc. 83-33810 Filed 12-21-83; 8:45 am]

BILLING CODE 4310-09-M

Operating Policy for Green Mountain Reservoir; Colorado-Big Thompson Project, Colorado

AGENCY: Bureau of Reclamation, Interior.

ACTION: Final notice of operating policy for Green Mountain Reservoir.

EFFECTIVE DATE: January 23, 1984.

FOR FURTHER INFORMATION CONTACT: Robert Berling, Project Manager, Bureau of Reclamation, South Platte River Projects Office, P.O. Box 449, Loveland, Colorado 80538, telephone (303) 667–4410.

SUMMARY: The Bureau of Reclamation has the responsibility to operate and maintain the CBT (Colorado-Big Thompson) Project in accordance with the provisions of Senate Document 80 (Act of August 9, 1937, 50 Stat. 564). The policy defines the water supply and water service available and sets forth the procedures whereby water users may subordinate power generation for their water supply needs and provides a solution for repayment of reimbursable costs for the dam and reservoir. A proposed policy was published in the Federal Register on March 28, 1981, with a public review and comment period of 45 days. This policy, issued by the Regional Director, Lower Missouri Region, reflects the comments received.

The Bureau constructed Green Mountain Dam and Powerplant as features of the CBT Project. Green Mountain Dam and Powerplant are located on the Blue River, a tributary of the Colorado River in north-central Colorado. The CBT Project was recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to section 4 of the Act of June 25, 1910 (36 Stat. 8360), and subsection B of section 4 of the Fact Finders' Act (Act of December 5, 1924, 43 Stat. 672). Funds for construction of the project were appropriated by the Interior Department Appropriation Act of 1938 (Act of August 9, 1937, 50 Stat. 564).

Notices will be published in the Federal Register prior to negotiations for any potential water service contracts. Actual operation of Green Mountain Reservoir under the policy will commence in 1984 on the date fixed by the Secretary of the Interior as specified in paragraph 3 of the operating policy.

Background

The Bureau of Reclamation constructed Green Mountain Dam and Powerplant as feature of the CBT (Colorado-Big Thompson) Project. Green Mountain Dam and Reservoir were completed in 1943.

The use and disposition of the water stored in Green Mountain Reservoir are under the jurisdiction of the Secretary of the Interior as set forth in Senate Document 80 (Act of August 9, 1937, 50 Stat. 564) and reaffirmed in the Consolidated Cases (Civil Actions Nos. 2782, 5016, and 5017); United States District Court for the District of Colorado, (hereinafter referred to as Consolidated Cases). This authority has been delegated to the Regional Director, LMR (Lower Missouri Region), to be exercised in consultation with the Regional Director, UCR (Upper Colorado Region). The Consolidated Cases remain under the continuing jurisdiction of the District Court (United States District Court for the District of Colorado).

The purposes for adopting a policy for the operation of Green Mountain Reservoir at this time are to quantify the presently perfected uses of water dependent upon the reservoir and to provide an orderly means of disposition of the remaining water in the reservoir for beneficial consumptive uses in the geographic area of Colorado west of the Continental Divide (hereinafter referred to as western Colorado). The policy provided that upon release, either pursuant to the provisions of Senate Document 80, subsequent court decrees and stipulations, or contractual arrangements entered into in accordance with this policy, the administration of all released waters shall be by the Colorado State Engineer, Colorado Division of Water Resources. The policy specifically defines the water supply and water service available and sets forth the procedures whereby water may be made available for beneficial consumptive use. Nothing herein contained shall be deemed to alter or change the duties and obligations of the Department of the Interior under the judgments and decrees entered in the Consolidated Cases, Senate Document 80, above referred to, the applicable provisions of the Constitution of the State of Colorado regarding water, and the State of Colorado laws regarding the adjudication and administration of water.

The reservoir has been in operation since 1943. Since there commencement of operations, the have been several years of below-average river flows, necessitating release of water to meet irrigation and domestic uses in western Colorado not satisfied by natural flows. Under Senate Document 80, the first obligation of the reservoir in such a circumstance is to augment irrigation and domestic uses existing in 1937 and, if stored water is thereafter available for release, to augment all such subsequent similar needs arising to the extent stored water therefor is available. The release of approximately 66,000 acre-feet of water from storage to supplement natural flow shortage in western Colorado was necessary in 1977.

Policy

The operating policy for Green Mountain Reservoir is set forth in the nine policy statements that follow.

1. Green Mountain Reservoir has a total storage capacity of 153,639 acre-feet of water. Of that total capacity, 52,000 acre-feet are available to provide replacement water in western Colorado when water is diverted to the eastern slope through the CBT Project. The yield from remaining capacity (commonly referred to as the 100,000 acre-foot power pool), including the refill right, will to the extent feasible be released through the powerplant, and the water so released shall be available for other beneficial consumptive uses in western Colorado as hereinafter set out.

2. Water will be released from Green Mountain Reservoir for western Colorado use from the 52,000 acre-foot CBT replacement pool to the extent necessary to replace CBT diversions which would otherwise be curtailed by a legal call on the river. When the administration of water under the priority system established by the laws of the State of Colorado would result in curtailment in whole or in part of a water right for irrigation or domestic uses (as hereinafter defined) within western Colorado, which was perfected by use on or before October 15, 1977, and the water need is not met by the foregoing, water will be released without charge from Green Mountain Reservior from the 100,000 acre-foot power pool to the extent necessary to permit diversions to the full amount of said decrees; *Provided, however,* That releases from the power pool for these purposes shall not exceed 66,000 acre-feet of water per annum (measured at Green Mountain Dam), which quantity shall be deemed adequate to satisfy all such so perfected uses with a priority date senior to October 16, 1977. All such releases made pursuant to this paragraph shall be administered by the State Engineer under the priority system.

3. The releases required by paragraph 2 above shall be made within a 12-month period following the date fixed by the Secretary of Interior in accordance with pararaph 4(a) in the 1955 Stipulation in the Consolidated Cases.

4. When water is released for purposes other than those specified in paragraph 2 to meet certain western Colorado users' needs rather than for power generation at Green Mountain Powerplant (although power may be generated with such releases), an agreement will be required between the user and the Regional Director, LMR. Water service charges, including power interference charges when appropriate, relative to such agreements will be established by the Regional Director, LMR, after consultation with the Regional Director, UCR.

5. Differential water service charges will be charged for water released for domestic, irrigation (charges for domestic and irrigation uses shall be nominal), and industrial purposes. For the purposes of this operating policy, the following definition of the uses of water will apply.

a. *Domestic Use*—The use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, excepting only the irrigation and industrial uses of water as defined below.

b. *Irrigation Use*—The use of water for the commercial production of agricultural crops and livestock and other uses consistent with any water right decreed for irrigation purposes.

c. *Industrial Use*—The use of water for purposes of producing or processing a nonagricultural product or service for sale, including without limitation such uses as manufacturing, mining, milling, land reclamation, snowmaking, and nonhydroelectric power generation.

To the extent water is diverted by an individual, corporation, or other entity for uses heretofore described in 5 (a) and (b), such uses shall be so classified for water service charge purposes. All other uses by such an individual, corporation or entity, even if such use predates October 16, 1977, shall be subject to the requirements of paragraph 4 hereof.

6. Agreements as described in paragraph 4 with the water service charge based on the use as described in paragraph 5 may be consummated with water users in the geographic area of the Colorado River Basin. The water may be used in accordance with Colorado State law directly, by exchange, or by augmentation of water development to enable water to be benefically used in western Colorado. Any agreements for such use and any agreements provided for in paragraph 8 hereof shall be referred to the State Engineer for review as to administration feasibility prior to execution. Such water service agreements shall be provided to the Division Engineer of the State of Colorado for administration of releases and deliveries.

7. Upon request by the Division Engineer of the State of Colorado, the Bureau shall release water from the 100,000 acre-foot power pool: First, to satisfy the needs of users pursuant to paragraph 2 and second, to satisfy the contract needs of users pursuant to paragraph 4. The Bureau, based upon water supply information developed pursuant to the Stipulation, Judgment, and Decrees in the Consolidated Cases, will take reasonable and prudent actions to insure that water released pursuant to paragraph 4 does not impair or diminish the availability of water for release pursuant to paragraph 2 hereof.

8. In order that no waste of water results from the unnecessary storage thereof and in order to maximize the beneficial use of water stored in Green Mountain Reservoir, the Regional Director, LMR, on a yearly basis between April 1 and May 15 will determine the anticipated amount and uses of stored water reasonably necessary to meet the objectives of paragraphs 2 and 4 hereof. Any stored water in excess thereof may be disposed of on a short-term basis by agreement as provided in paragraphs 4 and 6 hereof.

9. Revenues resulting from any agreements provided for herein will be credited to the operation and maintenance costs of Green Mountain Dam and Reservoir, to power replacement, and to appropriate project costs.

Dated: December 16, 1983.

James Purse, Jr.,

Acting Commissioner of Reclamation.

[FR Doc. 83-33809 Filed 12-21-83; 8:45 am]
BILLING CODE 4310-09-M

Minerals Management Service

Information Collection Submitted for Review

The proposal for the collection of information listed below has been submitted to the Office of Management and Budget for approval under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35). Copies of the information collection requirement and supporting documentation may be obtained by contacting Jane A. Roberts at (703) 860-7916. Comments and suggestions on the collection of information should be made directly to the Office of Information and Regulatory Affairs, Attention: Desk Officer for the Department of the Interior, Office of Managment and Budget, Washington, D.C. 20503, with copies to Jane A. Roberts; Branch of Rules, Orders, and Standards; Offshore Rules and Operations Division; Mail Stop 646; Room 6A110; Minerals Management Service; U.S. Department of the Interior; 12203 Sunrise Valley Drive; Reston, Virginia 22091.

Bureau of Reclamation

Operating Policy for the Green Mountain Reservoir, Colorado-Big Thompson Project; Colorado

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice of amendment of the operating policy for Green Mountain Reservoir.

SUMMARY: On December 22, 1983, the Bureau of Reclamation published the operating policy for the Green Mountain Reservoir, Colorado-Big Thompson Project, Colorado. It was, and is, the intent of the operating policy to facilitate the marketing of water from Green Mountain Reservoir. In order to facilitate that action, the Bureau of Reclamation submits the proposed changes. Except for the proposed changes contained herein, all other provisions of the operating policy will remain in full force and effect.

Item 4 of the operating policy will be changed to read:

4. When water is released for purposes other than those specified in paragraph 2 to meet certain western Colorado users' needs rather than for power generation at Green Mountain Powerplant (although power may be generated with such releases), an agreement will be required between the user and the Regional Director, Missouri Basin Region (MB), or other person or entity designated by the Secretary of the Interior. Water service charges, including power interference charges, when appropriate relative to such agreements, will be established by the Regional Director, MB, or by such other person or entity designated by the Secretary of the Interior, after review and approval by the Regional Director, MB, after consultation with the Regional Director, Upper Colorado Region.

Further, all other references in the Operating Policy to "Regional Director, LMR" shall be changed to read, "Regional Director, MB."

RECLAMATION CONTACT: Written requests for the policy document or written comments should be addressed to the Regional Director, Missouri Basin Region, Bureau of Reclamation, 316 North 26th Street, Billings, Montana, 59107-6900. Telephone inquiries may be made to Mr. Roger Patterson at (406) 657-6214.

Date: September 3, 1987.

C. Dale Duvall,

Commissioner.

[FR Doc. 87-20870 Filed 9-10-87; 8:45 am]

BILLING CODE 4310-09-M

Fish and Wildlife Service

Receipt of Applications for Permits

The following applicants have applied for permits to conduct certain activities with endangered species. This notice is provided pursuant to section 10(c) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531, *et seq.*):

Applicant: Orangutan Research & Conservation. Project, Sacramento, CA—PRT-721268.

The applicant requests a permit to import blood samples taken from up to 24 rehabilitant orangutans (*Pongo pygmaeus*) in Tanjung Puting National Park, Borneo, Indonesia for analysis of genetic variability.

Applicant: Rocky Waters Farm, Winston, GA—PRT-721278.

The applicant requests a permit to export endangered species of artificially propagated cacti *Echinocereus, engelmannii, E. fendleri, E. kuenzleri, E. inermis, E. triglochidiatus, E. triglochidiatus arizonicus* and *E. viridiflorus davisii* to Leonardo Gavazzi, Pistoia, Italy.

Applicant: William S. Sachse, Polk City, IA—PRT-721285.

The applicant requests a permit to purchase in interstate commerce two pairs of Hawaiian (=nene) geese (*Nesochen* (=*Branta*) *sandvicensis*) from Charles Nugent, Kimbolton, Ohio for the purpose of enchancement of propagation.

Documents and other information submitted with these applications are available to the public during normal business hours (7:45 am to 4:15 pm) Room 611, 1000 North Glebe Road, Arlington, Virginia 22201, or by writing to the Director, U.S. Fish and Wildlife Service of the above address.

Interested persons may comment on any of these applications within 30 days of the date of this publication by submitting written views, arguments, or data to the Director at the above address. Please refer to the appropriate PRT number when submitting comments.

Date: September 8, 1987.

R.K. Robinson,

Chief, Branch of Permits, Federal Wildlife Permit Office.

[FR Doc. 87-20892 Filed 9-10-87; 8:45 am]

BILLING CODE 4310-55-M

Minerals Management Service

Development Operations Coordination Document; Conoco, Inc.

AGENCY: Minerals Management Service, Interior.

ACTION: Notice of the receipt of a proposed Development Operations Coordination Document (DOCD).

SUMMARY: Notice is hereby given that Conoco, Inc. has submitted a DOCD describing the activities it proposes to conduct on Lease OCS-G 2857, Block 42, East Cameron Area, offshore Louisiana. Proposed plans for the above area provide for the development and production of hydrocarbons with support activities to be conducted from onshore bases located at Cameron and Morgan City, Louisiana.

DATE: The subject DOCD was deemed submitted on September 2, 1987.

ADDRESS: A copy of the subject DOCD is available for public review at the Public Information Office, Gulf of Mexico OCS Region, Minerals Management Service, 1201 Elmwood Park Boulevard, Room 114, New Orleans, Louisiana (Office Hours: 8 a.m. to 4:30 p.m., Monday through Friday).

FOR FURTHER INFORMATION CONTACT: Michael J. Tolbert, Minerals Management Service, Gulf of Mexico OCS Region, Field Operations, Plans, Platform and Pipeline Section, Exploration/Development Plans Unit; Telephone (504) 736-2867.

SUPPLEMENTARY INFORMATION: The purpose of this Notice is to inform the public, pursuant to section 25 of the OCS Lands Act Amendments of 1978, that the Minerals Management Service is considering approval of the DOCD and that it is available for public review.

Revised rules governing practices and procedures under which the Minerals Management Service makes information contained in DOCDs available to affected States, executives of affected local governments, and other interested parties became effective December 13, 1979 (44 FR 53685). Those practices and procedures are set out in revised § 250.34 of Title 30 of the CFR.

Dated: September 2, 1987.

J. Rogers Pearcy,

Regional Director, Gulf of Mexico OCS Region.

[FR Doc. 87-20917 Filed 9-10-87; 8:45 am]

BILLING CODE 4310-MR-M

Development Operations Coordination Document; Hall-Houston Oil Co.

AGENCY: Minerals Management Service, Interior.

ACTION: Notice of the receipt of a proposed Development Operations Coordination Document (DOCD).

EXHIBIT 15F

EXHIBIT 15-F1

RESOURCE ENGINEERING INC.

Mr. Dan Merriman
Colorado Water Conservation Board
1313 Sherman Street, Suite 721
Denver CO 80203

September 30, 2004

RE: Basalt Water Conservancy District, Case Nos. 01CW305, 02CW177 and 02CW78, Water Division No. 5

Dear Dan:

On March 8, 2004 David Hallford and I met with you, your technical staff and attorney for the Colorado Water Conservation Board (CWCB) to discuss the above referenced water right applications filed by the Basalt Water Conservancy District (District). Our discussions focused on whether or not adequate exchange capacity exists in the Roaring Fork River immediately upstream of its confluence with the Fryingpan River. The District has several existing water allotment contractees within this reach who rely on releases from Ruedi Reservoir (Fryingpan River) to augment, by exchange, their individual domestic water systems. As you recall, we became concerned regarding the "exchange potential" within this reach after Resource Engineering, Inc. (RESOURCE) measured the flows of the Roaring Fork River on August 12, 2002 to be 45.0 cfs, a full 10.0 cfs less than the 55 cfs decreed instream flow water right. Subsequent to our March 8th meeting, RESOURCE has completed additional review of this issue and would like to share our findings with you.

We have recently focused attention on three major irrigation ditches located within the critical reach above the confluence with the Fryingpan River. Each ditch is relatively large and diversions are totally depletive to the study reach including the location at which RESOURCE made its August 12, 2002 streamflow measurement. The three ditches include:

1. Grace and Shehi Ditch; total decree = 21.0 cfs
2. Home Supply Ditch; total decree = 59.0 cfs
3. Forker/Arbaney – Cerise Ditch; total decree = 12.6 cfs

Daily diversion records maintained by the Division 5 Engineer's office reveal that on the date that RESOURCE measured streamflows to be below CWCB minimums (August 12, 2002), two of the three ditches were diverting amounts of water well in excess of their decreed water rights senior to the instream flow. The information for the third ditch was inconclusive as the State's records reflect that diversion was occurring, however the amount was not quantified.

The amount of water diverted in excess of the respective decrees was significant. The Grace and Shehi Ditch decreed for 21.0 cfs was diverting 27 cfs[1]. The Home Supply Ditch decreed for 59.0 cfs was diverting 71 cfs. Together the two ditches were diverting 18 cfs in excess of their decrees. Had the ditches been limited to their decreed

[1] The diversion record indicates that the ditch was diverting 32.3 cfs, not 27.0 cfs. However, Resource Engineering, Inc. is familiar with the measuring flume and is aware that the flume is partially submerged at high flow. At a flow rate of 32.3 as measured by the flume staff, the flow is measuring 18.1% too high. Therefore after correction for submergence, the ditch on August 12, 2002 was flowing at 27.0 cfs.

amounts, the streamflow within the critical reach may have been as high as 63 cfs. The conclusion is that if the two ditches were properly administered on this date, streamflows within the critical reach would have remained well above CWCB levels.

We contacted Mr. Bill Blakeslee, the local water commissioner for this area, to verify our findings. Bill substantiated that the ditches were diverting in excess of their respective decrees and that the ditches were not administered (curtailed) until August 14th, two days following RESOURCE's measurement. Bill stated that he was new to the area at the time and was still becoming familiar with the various ditches and their decrees.

In light of the new information presented in this letter, it appears that there exists an adequate exchange capacity in the Roaring Fork River to support the various District applications. This argument is compelling as it appears that CWCB streamflows would have been maintained under the full extent of requested exchange even during an extremely rare drought event such as occurred in 2002. As we shared with you and staff at our March 8th meeting, our studies suggest that the Roaring Fork River above its confluence with the Fryingpan was so low during August, 2002 that statistically, it represented a 1 in 100 to 1 in 300 dry year event.

We have attached two items for your review and consideration. These items include; 1) an aerial photographic map displaying the location of the subject irrigation ditches and location of the RESOURCE stream measurement, and 2) daily diversion records of the Grace and Shehi and Home Supply Ditches for summer, 2002.

We would be interested in your review and thoughts on this matter. If you believe another meeting would be helpful, David and I would be willing to travel to Denver to meet with you and staff. In the meantime, should you have any questions, please do not hesitate to contact me.

Sincerely,

RESOURCE ENGINEERING, INC.

R. Scott Fifer
Hydrologist

RSF/mmm
033-8.9
E:\Client\033\dm frying pan river 033.doc

Enclosures

CC: David Hallford, Esq., w/enclosures
Chris Geiger, Esq., w/enclosures
Art Bowles, w/enclosures
Bill Blakeslee, w/enclosures

Home Supply Ditch

DIVISION OF WATER RESOURCES | STATE OF COLORADO | OFFICE OF THE STATE ENGINEER

DIVISION 5 DISTRICT 38 | ANNUAL WATER DIVERSION REPORT | IRRIGATION YEAR: 2002
(11/01/2001 - 10/31/2002)

STRUCTURE NAME: HOME SUPPLY DITCH (757)
SOURCE STREAM : ROARING FORK RIVER (1) +++ TOTAL WATER THROUGH STRUCTURE +++

DAY	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
1											49.300	32.600	1
2											49.300	32.600	2
3										71.500	49.300	32.600	3
4										71.500	49.300	32.600	4
5										71.500	49.300	32.600	5
6										71.500	49.300	32.600	6
7										71.500	45.500	32.600	7
8										71.500	45.500	32.600	8
9										71.500	45.500	32.600	9
10										71.500	45.500	32.600	10
11										71.500	45.500	32.600	11
12										71.500	45.500	32.600	12
13										71.500	45.500	32.600	13
14										51.800	45.500	32.600	14
15										51.800	45.500	32.600	15
16										51.800	45.500	32.600	16
17										51.800	45.500	32.600	17
18										51.800	45.500	32.600	18
19										51.800	45.500	32.600	19
20										51.800	45.500	32.600	20
21										51.800	45.500	32.600	21
22										48.800	45.500	32.600	22
23										48.800	45.500	32.600	23
24										48.800	45.500	32.600	24
25										48.800	45.500	32.600	25
26										48.800	45.500	32.600	26
27										48.800	45.500	32.600	27
28										49.300	45.500	32.600	28
29										49.300	45.500	32.600	29
30										49.300	45.500	32.600	30
31										49.300		32.600	31
TOTAL SFD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1690.90	1387.80	1010.60	
DAYS USED	0	0	0	0	0	0	0	0	0	29	30	31	
AVG SFD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.31	46.26	32.60	
TOTAL AF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3353.90	2752.70	2004.53	

ANNUAL TOTAL SFD : 4089.30 SFD
TOTAL DAYS USED : 90.00 DAYS
ANNUAL TOTAL ACRE FEET : 8111.13 AF

* Indicates Observed data, U Indicates User supplied data.
All other data is interpreted from previous observed value.

WATER COMMISSIONER

BB

REPORT DATE: 3/12/2003

Grace and Shehi Ditch

DIVISION OF WATER RESOURCES | STATE OF COLORADO | OFFICE OF THE STATE ENGINEER

DIVISION 5 DISTRICT 38 | ANNUAL WATER DIVERSION REPORT | IRRIGATION YEAR: 2002
(11/01/2001 - 10/31/2002)

STRUCTURE NAME: GRACE AND SHEHI DITCH (715)
SOURCE STREAM : ROARING FORK RIVER (1) +++ TOTAL WATER THROUGH STRUCTURE +++

DAY	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
1	8.890						20.000	34.100	34.100	32.300	32.300	4.670	1
2	8.890						20.000	34.100	34.100	32.300	32.300	4.670	2
3	8.890						20.000	34.100	34.100	32.300	32.300	4.670	3
4	8.890						23.300	34.100	34.100	32.300	32.300	4.670	4
5	8.890						23.300	34.100	34.100	32.300	32.300	4.670	5
6	8.890						28.500	34.100	20.740	32.300	32.300	4.670	6
7	8.890						34.100	34.100	20.740	32.300	32.300	4.670	7
8	8.890						34.100	34.100	41.480	32.300	32.300	4.670	8
9	8.890						28.500	34.100	34.100	32.300	32.300	4.670	9
10	8.890						26.700	34.100	34.100	32.300	32.300	4.670	10
11	8.890						30.300	34.100	34.100	32.300	32.300	4.670	11
12	8.890						34.100	34.100	34.100	32.300	32.300	4.670	12
13	8.890						30.300	34.100	34.100	32.300	32.300	4.670	13
14	8.890						34.100	34.100	34.100	32.300	32.300	4.670	14
15	8.890						34.100	34.100	34.100	32.300	32.300	4.670	15
16	2.960						34.100	34.100	30.300	11.360	32.300	4.670	16
17	2.960						34.100	34.100	26.700	11.360	20.000	4.670	17
18	2.960						34.100	34.100	26.700	11.360	20.000	4.670	18
19	2.960						34.100	34.100	25.000	11.360	4.670	4.670	19
20	2.960						34.100	34.100	23.300	11.360	4.670	4.670	20
21	2.960						34.100	34.100	25.000	11.360	4.670	4.670	21
22	2.960						34.100	34.100	25.000	11.360	4.670	4.670	22
23	2.960						34.100	34.100	23.300	11.360	4.670	4.670	23
24	2.960					8.890	34.100	34.100	32.200	11.360	4.670	4.670	24
25	2.960					8.890	34.100	34.100	32.200	11.360	4.670	4.670	25
26	2.960					8.890	34.100	34.100	32.200	32.300	4.670	4.670	26
27	2.960					8.890	34.100	34.100	32.200	32.300	4.670	4.670	27
28	2.960					8.890	34.100	34.100	32.200	32.300	4.670	4.670	28
29	0.000					20.000	34.100	34.100	32.200	32.300	4.670	4.670	29
30						20.000	34.100	34.100	32.200	32.300	4.670	4.670	30
31							34.100		32.300	32.300		4.670	31
TOTAL SFD	171.83	0.00	0.00	0.00	0.00	84.45	967.00	1023.00	955.16	791.90	612.84	144.77	
DAYS USED	28	0	0	0	0	7	31	30	31	31	30	31	
AVG SFD	6.14	0.00	0.00	0.00	0.00	12.06	31.19	34.10	30.81	25.55	20.43	4.67	
TOTAL AF	340.82	0.00	0.00	0.00	0.00	167.51	1918.04	2029.12	1894.56	1570.73	1215.57	287.15	

ANNUAL TOTAL SFD : 4750.95 SFD
TOTAL DAYS USED : 219.00 DAYS
ANNUAL TOTAL ACRE FEET : 9423.51 AF

* Indicates Observed data, U Indicates User supplied data.
All other data is interpreted from previous observed value.

WATER COMMISSIONER

BB

REPORT DATE: 3/12/2003

EXHIBIT 15-F2

RESOURCE ENGINEERING INC.

Resource Engineering, Inc.
909 Colorado Avenue
Glenwood Springs, CO 81601
(970)-945-6777 Voice
(970)-945-1137 Facsimile

Memorandum

To: File 033-8.9

From: Mark D. Williams MDW

CC:

Date: 2/6/2004

Re:

In order to evaluate 2002 late-season flow conditions on the Roaring Fork River for comparison to the long-term period of record for USGS 09080500: Roaring Fork River at Glenwood Springs, an effort was made to adjust the flows at the gage to account for the effects of the following:

- Ruedi Reservoir storage or release
- Trans-mountain diversions from:
  - Fryingpan-Arkansas project—Boustead Tunnel
  - Twin Lakes tunnel
  - Busk-Ivanhoe tunnel

Ruedi Reservoir operations have influenced the gage since Ruedi began operations May,1968. The Fryingpan-Arkansas Project, Twin Lakes Tunnel, and Busk-Ivanhoe Tunnel have available records commencing in 1974. Corrections were applied only during the late irrigation season months of interest: August, September, and October.

In order to evaluate Ruedi's effect, records were obtained from the following gages from 1968-2002:

(1) USGS 09080400 FRYINGPAN RIVER NEAR RUEDI, CO.
(2) CO-DWR FRYING PAN RIVER AT MEREDITH, CO
(3) USGS 09080500: Roaring Fork River at Glenwood Springs

These gages respectively bracket Ruedi Reservoir and offer a measure of its influence on streamflow. Thus, to compute the amount of storage/release, the ***daily*** average flow value at (1) was subtracted from the daily average flow value at (2). The resulting correction was then ***subtracted*** from the flow at (3), USGS 09080500: Roaring Fork River at Glenwood Springs.

In order to evaluate the effects due to Fryingpan-Arkansas and Twin Lakes, State of Colorado Division of Water Resources records were obtained from the following structures from 1974-2002:

(4) FRYINGPAN ARKANSAS PROJECT BOUSTEAD TUNNEL
(5) IND P TM DVR TUNNEL NO 1 (TWIN LAKES TUNNEL)
(6) IVANHOE RESERVOIR TUNNEL

The State records for these structures offer total ***monthly*** diversions (in AF) through each structure. Utilizing these records, an average ***daily*** trans-basin diversion value was computed, and ***added*** to the flow at (3).

In order to facilitate this initial exploratory analysis, several simplifying assumptions were applied:

- The daily average differential between (1) and (2), the gages bracketing Ruedi Reservoir, was assumed to accurately reflect daily average Ruedi operations. This does not account for the buffering effects of Reservoir storage and transit time issues.
- The same daily average differential between (1) and (2) was applied instantaneously to the gage (3), again not accounting for transit time and transit loss effects between (2) and (3).
- Daily average trans-basin diversion effects were computed from monthly records, and also applied without consideration for transit time or loss effects.

Over the 34 year period of record, the average adjustments are outlined following:

Structure	Aug Adj. (CFS)	Sep Adj. (CFS)	Oct Adj. (CFS)
Ruedi	-53.0	-65.8	-75.7
Boustead	34.7	6.7	4.9
Twin Lakes	33.3	9.7	6.5
Busk-Ivanho	4.4	1.9	1.4
Total	**15.1**	**-49.4**	**-64.4**

Subsequently, the inferred Ruedi-adjusted flow values for the Roaring Fork River at Glenwood Springs, reflecting a 97-year period of record, were subjected to a Log-Pearson III statistical analysis, evaluating the return intervals for the 30-day average, late season low flows. The results are outlined as follows:

	2002 30 Day Avg Flow (CFS)	Recurrence Interval (Years)
August	161	316
September	162	478
October	366	12

Notably, flows in October increased substantially due to a rainy period. This is reflected in the comparatively low recurrence interval in October. Nonetheless, the findings of the frequency analysis for August and September, the time period bracketing RESOURCE's 2002 flow measurements within the critical reach of concern, support the conclusions outlined in our September 10th, letter to David Hallford, Esq., BWCD Counsel, which evaluated flow statistics for USGS 09073400, Roaring Fork River near Aspen. The statistical evaluation of this gage, which provides only 39 years of record, supported the conclusion that 2002 was approximately a 1-in-100 dry year on the upper Roaring Fork. An evaluation of the return period of inferred flows at USGS 09080500, reflecting trends for the entire Roaring Fork watershed, and offering a 97-year period of record, supports the conclusion that August 2002 was a 1-in-316 dry-year event, and September was a 1-in-478 dry year event.

Resource Engineering, Inc.
909 Colorado Avenue
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-6777

JOB 033-8.9
SHEET NO. 1 OF 2
CALCULATED BY MDW DATE 2/6/2004
CHECKED BY _____ DATE _____
SCALE _____

DATE	30-Day Avg Low Flow	$\log_{10}$(flow)
AUG 2002	165	2.217
SEP 2002	166	2.220
OCT 2002	366	2.563

$$X = \overline{X} + K_T S_X$$

AUGUST 2002

$\overline{X} = 2.8030$
$S_X = 0.1965$
$G_X = -0.1938$

$$K_T = \frac{2.217 - 2.8030}{0.1965} = -2.9822$$

FOR $G = -0.1938 \approx -0.2$ FROM TABLES -

P	K_T
0.9980	-3.12169
0.9950	-2.76321

$P(K_T) = -0.00837 (K_T) + 0.971876$
$P(-2.9822) = 0.99684$

$$T = \frac{1}{1-P} = 316 \text{ yrs.}$$

Resource Engineering, Inc.
909 Colorado Avenue
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-6777

JOB 033-8.9
SHEET NO. 2 OF 2
CALCULATED BY MDW DATE 2/6/2004
CHECKED BY _____ DATE _____
SCALE _____

SEP 2002

$\bar{X} = 2.7141$
$S_X = 0.1596$
$G_X = -0.1816$

$$K_T = \frac{2.220 - 2.7141}{0.1596} = -3.0959$$

FOR $G = -0.1816 \approx -0.2$ FROM TABLES –

P	K_T
0.9990	-3.37703
0.9980	-3.12169

$P(K_T) = -0.00392(K_T) + 0.985774$
$P(-3.0959) = 0.99791$

$$T = \frac{1}{1-P} = 478 \text{ yrs.}$$

OCT 2002

$\bar{X} = 2.7294$
$S_X = 0.1205$
$G_X = 0.2001$

$$K_T = \frac{2.563 - 2.7294}{0.1205} = -1.3809$$

FOR $G = 0.2001 \approx 0.2$ FROM TABLES

P	K_T
0.950	-1.58607
0.900	-1.25824

$P(K_T) = -0.15252(K_T) + 0.708096$
$P(-1.3809) = 0.918708$

$$T = \frac{1}{1-P} = 12 \text{ yrs.}$$

USGS 09080500 Roaring Fork River at Glenwood Springs

August Log Pearson III Flow Statistics

Years of Record:	95
Average of Log Flows:	2.8030
Standard Deviation of Log Flows:	0.1965
Coefficient of Variation of Log Flows:	0.0701
Skewness of Log Flows:	-0.0015
Coefficient of Skew of Log Flows:	-0.1938

September Log Pearson III Flow Statistics

Years of Record:	96
Average of Log Flows:	2.7141
Standard Deviation of Log Flows:	0.1596
Coefficient of Variation of Log Flows:	0.0588
Skewness of Log Flows:	-0.0007
Coefficient of Skew of Log Flows:	-0.1816

October Log Pearson III Flow Statistics

Years of Record:	96
Average of Log Flows:	2.7294
Standard Deviation of Log Flows:	0.1205
Coefficient of Variation of Log Flows:	0.0442
Skewness of Log Flows:	0.0004
Coefficient of Skew of Log Flows:	0.2001

EXHIBIT 15-F3

below Home Supply

STATION Roaring Fork River Above DISCHARGE= 44.734 CFS AVG DPTH= 0.723 FT
DATE= 8/12/02 AVG VEL= 1.177 FT/SEC %BKF WDTH #DIV/0!
BKF WDTH= FT
DATUM = FT
Rev/Click 1.00

PRICE AA CURRENT METER

DISTANCE (ft) ::	DEPTH (ft)	ANGL (dgr)	ANGLE (radians)	DEPTH (ft)	REV. @ .8D	REV. @ .2D or @ .6 D	Average Revol.	SECONDS	WIDTH (ft)	VELOCITY (ft/sec)	AREA (sq ft)	DISCHARGE (cfs)
11.50	0.00	0	0.00	0.00	0	0	0.0	40	0.25	0.020	0.00	0.000
12.00	0.20	0	0.00	0.20	8	8	8.0	40	1.25	0.456	0.25	0.114
14.00	0.50	0	0.00	0.50	8	8	8.0	40	2.00	0.456	1.00	0.456
16.00	0.80	0	0.00	0.80	15	15	15.0	40	2.25	0.838	1.80	1.508
16.50	0.80	0	0.00	0.80	27	27	27.0	40	2.00	1.492	1.60	2.386
20.00	0.35	0	0.00	0.35	11	11	11.0	40	1.75	0.820	0.61	0.379
22.00	0.50	0	0.00	0.50	30	30	30.0	40	2.00	1.655	1.00	1.655
24.00	0.65	0	0.00	0.65	30	30	30.0	40	2.25	1.655	1.46	2.420
26.50	0.80	0	0.00	0.80	28	28	28.0	40	2.00	1.546	1.60	2.474
28.00	0.65	0	0.00	0.65	34	34	34.0	40	1.75	1.873	1.14	2.131
30.00	0.75	0	0.00	0.75	29	29	29.0	40	2.00	1.601	1.50	2.401
32.00	0.80	0	0.00	0.80	29	29	29.0	40	2.00	1.601	1.60	2.561
34.00	1.25	0	0.00	1.25	22	22	22.0	40	2.00	1.219	2.50	3.048
36.00	1.30	0	0.00	1.30	20	20	20.0	40	2.00	1.110	2.60	2.886
38.00	0.80	0	0.00	0.80	26	26	26.0	40	2.00	1.437	1.60	2.299
40.00	1.10	0	0.00	1.10	17	17	17.0	40	2.00	0.947	2.20	2.082
42.00	1.25	0	0.00	1.25	15	15	15.0	40	1.50	0.838	1.88	1.570
43.00	0.75	0	0.00	0.75	38	38	38.0	40	1.75	2.091	1.31	2.744
45.50	0.80	0	0.00	0.80	41	41	41.0	40	2.00	2.254	1.60	3.607
47.00	1.10	0	0.00	1.10	33	33	33.0	40	1.75	1.819	1.93	3.501
49.00	0.95	0	0.00	0.95	15.0	15.0	15.0	40	2.00	0.838	1.90	1.591
51.00	0.95	0	0.00	0.95	7	7	7.0	40	2.00	0.402	1.90	0.763
53.00	0.85	0	0.00	0.85	1.0	1.0	1.0	40	2.00	0.075	1.70	0.127
55.00	0.70	0	0.00	0.70	6.5	6.5	6.5	40	2.00	0.374	1.40	0.524
57.00	0.40	0	0.00	0.40	14	14	14.0	40	2.00	0.783	0.80	0.626
59.00	0.25	0	0.00	0.25	18	18	18.0	40	2.00	1.001	0.50	0.501
61.00	0.20	0	0.00	0.20	14.0	14.0	14.0	40	2.00	0.783	0.40	0.313
63.00	0.15	0	0.00	0.15	5	5	5.0	40	1.55	0.293	0.23	0.068
64.10	0.00	0	0.00	0.00	0	0	0.0	40	0.55	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	#VALUE!	0.020	#VALUE!	#VALUE!
									TOTAL --->		38.01	44.734

STATION Roaring Fork River Below DISCHARGE= 50.464 CFS AVG DPTH= 1.955 FT
DATE= 8/12/02 AVG VEL= 0.535 FT/SEC %BKF WDTH #DIV/0!
BKF WDTH= FT
DATUM = FT
Rev/Click 1.00

PRICE AA CURRENT METER

DISTANCE (ft) ::	DEPTH (ft)	ANGL (dgr)	ANGLE (radians)	DEPTH (ft)	REV. @ .8D	REV. @ .2D or @ .8 D	Average Revol.	SECONDS	WIDTH (ft)	VELOCITY (ft/sec)	AREA (sq ft)	DISCHARGE (cfs)
7.80	0.00	0	0.00	0.00	0	0	0.0	40	0.10	0.020	0.00	0.000
8.00	0.15	0	0.00	0.15	0	0	0.0	40	0.60	0.020	0.09	0.002
9.00	1.00	0	0.00	1.00	0	0	0.0	40	1.00	0.020	1.00	0.020
10.00	1.29	0	0.00	1.29	1	1	1.0	40	1.00	0.075	1.29	0.096
11.00	1.65	0	0.00	1.65	2	2	2.0	40	1.00	0.129	1.65	0.213
12.00	2.15	0	0.00	2.15	2	2	2.0	42	1.50	0.124	3.23	0.399
14.00	2.50	0	0.00	2.50	6	3	4.5	40	2.00	0.265	5.00	1.326
16.00	2.70	0	0.00	2.70	10	3	6.5	40	2.00	0.374	5.40	2.021
18.00	2.80	0	0.00	2.80	11	5	8.0	42	2.00	0.435	5.60	2.437
20.00	2.45	0	0.00	2.45	12	10	11.0	40	2.00	0.620	4.90	3.036
22.00	3.00	0	0.00	3.00	15	15	15.0	40	2.00	0.838	6.00	5.025
24.00	2.65	0	0.00	2.65	18	14	16.0	40	2.00	0.892	5.30	4.728
26.00	3.15	0	0.00	3.15	22	20	21.0	40	2.00	1.165	6.30	7.336
28.00	2.85	0	0.00	2.85	21	15	18.0	40	2.00	1.001	5.70	5.706
30.00	2.90	0	0.00	2.90	20	11	15.5	40	2.00	0.865	5.80	5.016
32.00	2.70	0	0.00	2.70	17	6	11.5	40	2.00	0.647	5.40	3.492
34.00	2.10	0	0.00	2.10	12	8	10.0	40	2.00	0.565	4.20	2.373
36.00	2.10	0	0.00	2.10	11	7	9.0	40	2.00	0.511	4.20	2.144
38.00	2.25	0	0.00	2.25	9	5	7.0	40	2.00	0.402	4.50	1.807
40.00	1.90	0	0.00	1.90	6	6	6.0	40	2.50	0.347	4.75	1.648
43.00	1.50	0	0.00	1.50	3.5	3.5	3.5	40	3.00	0.211	4.50	0.948
46.00	1.50	0	0.00	1.50	1	1	1.0	40	3.00	0.075	4.50	0.335
49.00	1.30	0	0.00	1.30	0.5	0.5	0.5	40	3.00	0.047	3.90	0.184
52.00	0.30	0	0.00	0.30	3	3	3.0	40	3.00	0.184	0.90	0.165
55.00	0.15	0	0.00	0.15	0	0	0.0	40	2.05	0.020	0.31	0.006
56.10	0.00	0	0.00	0.00	0	0	0.0	40	0.55	0.020	0.00	0.000
0.00	0.00	0	0.00	0.00	0	0	0.0	40	0.00

EXHIBIT 15G

Documents identified
by CWCB or any other parties

EXHIBIT 15H

The record in this matter, including any memos prepared by CWCB staff for the CWCB Board, and the minutes of any CWCB Board meeting where this matter was discussed

Tab 16

BEFORE THE COLORADO WATER CONSERVATION BOARD

IN THE MATTER OF PROPOSED INSTREAM FLOW ACQUISITION DIVISION 5: STAPLETON BROTHERS DITCH

Prehearing Statement of Willow Creek Ditch and Herrick Ditch Company and Roaring Fork Land and Cattle Company

---

Willow Creek Ditch and Herrick Ditch Company and Roaring Fork Land and Cattle Company, through their undersigned attorneys, submit their Prehearing Statement for the November 17 or 18, 2009 hearing in this matter.

I. Introduction.

Willow Creek Ditch and Herrick Ditch Company (the "Ditch Company") is a Colorado mutual ditch company which owns and operates the Willow Creek Ditch and Herrick Ditch structures. These structures divert water rights decreed on Maroon Creek and Willow Creek upstream from the Stapleton Brothers Ditch. These water rights are both senior and junior to the Stapleton Brothers Ditch water right decreed in Civil Action No. 3000, Garfield County District Court ("Stapleton Brothers Ditch.")

Roaring Fork Land and Cattle Company ("Roaring Fork") owns water rights in the Willow Creek Ditch and Herrick Ditch, and is a shareholder in the Willow Creek Ditch and Herrick Ditch Company. Its water rights are both senior and junior to the Stapleton Brothers Ditch. Roaring Fork Land and Cattle Company also owns water rights which are a subject of pending Division 5 water court case nos. 08CW179 and 08CW181. These water rights will be diverted through the Herrick Ditch and Willow Creek Ditch structures, and are junior to the Stapleton Brothers Ditch water right. The Ditch Company and Roaring Fork are chiefly concerned with issues on Maroon Creek.

II. Disputed factual and legal issues and the Ditch Company's and Roaring Fork's position on the same.

A. Appropriateness of Acquisition. The Ditch Company and Roaring Fork dispute the appropriateness of the acquisition under Instream Flow Rule 6e. The CWCB has not shown that the natural environment on Maroon Creek and the Roaring Fork River will be improved or protected by the acquisition. Stream flow records show that the existing instream flow water rights have always been met during the irrigation season. The existing instream flow water rights have never called. Maroon Creek water rights, including the Stapleton Brothers Ditch right, have not placed a call because they too are always satisfied during the irrigation season. The Ditch Company and Roaring Fork will present evidence showing that lower Maroon Creek is a gaining stream reach with fairly prolific flows for a stream of its size.

B. Potential for Injury. The Ditch Company's and Roaring Fork's attorneys have had numerous discussions with CWCB staff and the assistant attorney general assigned to this matter ("AG.") The CWCB staff and AG appear to take a position that there may be circumstances in which the Stapleton Brothers Ditch right could be enforced when there is 8 c.f.s. or more at the Stapleton Brothers Ditch headgate. Any attempt to enforce this water right when there is 8 c.f.s. or more at the headgate would be an expansion of use and would result in injury to water rights upstream on Maroon Creek. The "stacking" concept will result in injury and is unlawful to the extent the senior right could call at any time it is satisfied based on measured flows at the headgate. In a change of water right proceeding, junior users are entitled to maintenance of stream conditions at the time their appropriations were made. The Stapleton Brothers Ditch has not called historically. Any change that increases the duration or frequency of calls, which did not occur historically, would result in injury to the Ditch Company and Roaring Fork.

C. Risks to CWCB. The CWCB has not considered the appropriateness of the acquisition based on the risks it will incur by seeking to change its interest in the Stapleton Brothers Ditch to instream flow use in water court. Any applicant seeking a change in use faces the risk of requantification of the right based on the extent of former actual historic beneficial use. Case No. 99CW306 decreed the historic consumptive use of the right through 2004. That decree did not address a corresponding flow rate associated with the consumptive use decreed. By seeking to change its interest to instream flow use, the CWCB risks that the 8 c.f.s. decreed to the right will be diminished based on the historical flow rate amounts diverted at the headgate. The Ditch Company's and Roaring Fork's position is that the CWCB is ultimately better off simply retiring the right which will ensure that it is not requantified to a lesser flow rate amount.

Additionally, Case No. 99CW306 did not consider replacement of delayed irrigation return flows from dry-up of lands historically irrigated by the Stapleton Brothers Ditch. By putting this water right before the water court for a further change of use, the court will likely impose such a condition on the change. A change without replacement of delayed return flows will result in injury to vested water rights (ironically, likely the CWCB's own instream flow on the Roaring Fork River from October – March). Any acceptance and use of the Stapleton Brothers Ditch water right should impose a term and condition requiring the quantification of the delayed irrigation return flows and a requirement to replace such depletions to prevent injury.

D. Demonstration of Need and Speculation. The CWCB has not shown the appropriateness of the acquisition based on need for additional flows on Maroon Creek or the Roaring Fork River to preserve or improve the natural environment to a reasonable degree. This is especially true since the existing instream flow water rights have been satisfied to date. The Ditch Company's and Roaring Fork's position is that without demonstrating the need for the additional water, the proposed change of water right would be speculative. This is the first instance in which the CWCB seeks to employ the loan mechanism of H.B. 08-1280. The CWCB should consider that this proposed loan is simply a "paper shuffle" and will not result in maintaining or increasing stream flows. The CWCB should consider a better test case for its new statutory mechanism where a stream segment is in actual need of additional water.

E. Lack of Public Process in Pitkin County. The Ditch Company and Roaring Fork note that the CWCB has not considered the political implications of its actions, especially with respect to residents of Pitkin County. While this proposed loan *may* be legally permissible, the CWCB should not condone the Board of County Commissioners of Pitkin County's lack of a public process for this proposed loan.

The proposed trust agreement under which the CWCB will acquire the Stapleton Brothers Ditch also requires the parties to seek approval of the CWCB to add approximately 34 other senior water rights owned by Pitkin County. In order to convert these rights to instream flow use, the irrigated land must be dried up. As such, use of the county's water rights for instream flow purposes comes with large public and environmental costs, the propriety of which has not been mentioned to date. The Ditch Company and Roaring Fork question whether the CWCB should condone drying up large amounts of irrigated lands in Pitkin County, and whether this is sound policy generally. The Ditch Company and Roaring Fork's position is that if the CWCB is going to back such a policy, the residents of Pitkin County should be provided with a public process to provide input.

The Pitkin County Land Use Code requires preservation of 95 percent of irrigated lands and espouses that Pitkin County's policy is to preserve agricultural lands and irrigation. Here, however, the County exempts itself from its own requirement without explanation. Furthermore, most of the water rights slated to be donated to the CWCB are controlled by the County's Open Space and Trails Department. The County's Home Rule Charter provides that property acquired with Open Space and Trails funds cannot be alienated or converted to any other use. The only applicable exception requires the County to delete the property from the inventory of Open Space and Trails properties by ordinance or resolution, passed at a duly noticed public meeting. The Ditch Company and Roaring Fork do not believe this has happened with respect to the additional water rights Pitkin County seeks to loan to the CWCB. In summary, the county's water rights are owned by Pitkin County in trust for its residents, and thus the CWCB should impose a term and condition under C.R.S. § 37-92-102(3) requiring a public process in Pitkin County before accepting the proposed loan.

F. Potential Lack of Enforceability. The Stapleton Brothers Ditch is a 1933 water right, and as such is junior in priority to the "Cameo Call" of senior irrigation water rights on the Colorado River above Grand Junction. It historically received protection from such calls due to releases of water from Green Mountain Reservoir under Senate Document 80. Converting the Stapleton Brothers Ditch to instream flow use results in loss of this protection under the Green Mountain Reservoir historic users pool. Thus, the CWCB will be unable to enforce the right at the very times it may actually need it- when streamflows are low- because the right will be called out. If the CWCB can find an end user for this water downstream of the claimed instream flow reaches, it is possible, but not certain, that the CWCB would retain historic users protection. Accordingly, the CWCB should impose a term and condition under C.R.S. § 37-92-102(3) requiring a contract with an end user prior to acceptance of the loan. The CWCB should verify that the end user is bona fide and not simply identified for purposes of circumventing these legal requirements. Without the end user this entire process will result in no meaningful benefit to the CWCB because it will acquire an unenforceable water right.

G. Administrability and Necessity for Stream Gauge. It will be necessary to install a stream gauge at the headgate location to administer the Stapleton Brothers Ditch water right as converted to instream flow use. The land at the headgate is owned by Maroon Creek Club Association. Maroon Creek Club is one of the largest shareholders in the Ditch Company. The Ditch Company and Roaring Fork request that the CWCB require a condition on acceptance of the loan that the CWCB acquire an easement or other appropriate interest in this land to install the gauge. If it cannot acquire the interest and install the gauge the loan is meaningless because the loaned right will be unenforceable.

III. Witnesses and Testimony.

A. John Currier, P.E., Resource Engineering, Inc., 909 Colorado Avenue, Glenwood Springs, Colorado, 81601, 970-945-6777. John Currier is the consulting engineer for the Ditch Company and Roaring Fork Land and Cattle Company. Mr. Currier will testify on the Ditch Company's and Roaring Fork's water rights, the potential for injury to such rights by virtue of the proposed change, water rights and stream flows on Maroon Creek, and Maroon Creek hydrology.

B. Alan Martellaro, Division Engineer and/or Kyle Whitaker, Assistant Division Engineer, Water Division No. 5, P.O. Box 396, Glenwood Springs, CO, 81602, 970-945-5665. Messrs. Martellaro and/or Whitaker will testify on the administration issues associated with the proposed loan and whether a stream gauge will be necessary in order to administer the loaned water right as changed to instream flow use.

C. Any witness identified by any other party.

D. Any witness called for rebuttal or impeachment.

IV. Exhibits.

A. Decrees for Willow Creek Ditch and Herrick Ditch water rights: Civil Actions Nos. 132, 491, 3330, 4613, Garfield County District Court, and Case No. W-122, District Court, Water Division No. 5.

B. U.S.G.S. Maroon Creek Stream Flow Records.

C. Decree, Case No. 99CW306

D. Revocable Trust Agreement, CWCB and Pitkin County.

E. Pitkin County GIS mapping of Stapleton Brothers Ditch diversion point location and land ownership. (The Ditch Company and Roaring Fork may update this mapping with a plotted diversion point, at which point it will immediately serve such revised mapping on all parties hereto.).

F. Pitkin County Land Use Code, selected provisions.

G. Pitkin County Home Rule Charter, selected provisions.

H. Any exhibit identified by any other party.

Dated August 27, 2009

PATRICK, MILLER & KROPF, P.C.
A Professional Corporation

By: _____

Paul L. Noto, #34074
730 E. Durant Street, Suite 200
Aspen, CO 81611
(970) 920-1028

ATTORNEYS FOR WILLOW CREEK DITCH AND HERRICK DITCH COMPANY AND ROARING FORK LAND AND CATTLE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on this 27th day of August, 2009 upon the following via electronic mail:

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Leslie A. Regan

Tab 16

EXHIBIT A

Exhibit A
Pre-Hearing Statement

STATE OF COLORADO)
ss.
COUNTY OF GARFIELD)

IN THE DISTRICT COURT

No. 3330.

In the matter of the application of H. T. Anderson for an adjudication of his Priority Right to the use of Water for Irrigation Purposes, from Upper Maroon Creek through Maroon Creek Ditches Nos. 1 and 2, in Water District No. 38.

In the matter of the application of Harold A. Deane and Louise Glover Deane for an Adjudication of their Priority of Right to the use of Water from Maroon Creek, in Pitkin County, Colorado, for Irrigation purposes, through the Herrick Ditch, in Water District No. 38.

D E C R E E

Now on this 5th day of February, A.D. 1940 the same being one of the regular juridical days of the November term, A.D. 1939, of our said District Court, the above entitled matter comes on regularly to be heard on the Petition of the said H. T. Anderson for and adjudication of his Water right:

The Petitioner, H. T. Anderson, appearing by his Attorney, Wm. R. Shaw, and the said Petitioners, Harold A. Deane and Louise Glover Deane, appearing by their Attorney, Carl W. Fulghum, and no other person or corporation appeared in opposition or otherwise and the time allowed having now expired, thereupon the petitioner, H. T. Anderson, offered evidence and support of the rights and claims made by him herein, and the Petitioners, Harold A. Deane and Louise Glover Deane, offered evidence in support of the rights and claims made by them herein; and the Court having heard and considered the same and the argument of counsel herein and being well and fully advised in the premises does now find with reference to the claims and rights of the Petitioner, H. T. Anderson, herein.

1. That heretofore and on the 7th day of December, 1939 the said H. T. Anderson filed his petition and Ditch Claim Statement herein and that by Order of the Court made on said day it was ordered that the Hearing by had on the 5th day of February, 1940 at two o'clock in this said Court; that Personal Service was Ordered on said day and that the same was duly executed and made upon all

persons on said Maroon Creek in Water District No. 38 as will appear by the Return of the Sheriff of Pitkin County heretofore filed and that the time has now elapsed for said persons to appear or otherwise answer herein.

2. That at all times before this day the said Petitioner, H. T. Anderson has failed to offer any evidence in any of the preceedings heretofore had in this Court in the matter of Priority of Water Rights in Water District No. 38, of the State of Colorado, in support of his rights now claimed by him as fully set forth in his Petition herein.

3. That before giving or offering any evidence herein and before filing his Petition, the Petitioner, H. T. Anderson, made and filed in this Court his Statement of Claim in form and substance as required by the Laws of the State of Colorado in such case made and provided, setting forth his rights and claims in and to the waters in said water District No. 38 which are herein involved, a true copy of which Statement of Claim appears as a part of the said Petition herein; so that there is now vested in this Court full and complete right and jurisdiction to adjudicate and determine the right and priority in said Water District No. 38 claimed by the said H. T. Anderson.

4. That the Petitioner, H. T. Anderson, is the owner of the following described tract of land situate in Pitkin County, State of Colorado, to-wit: Homestead Entry No. 44 Patent recorded in Book 55 page 533 of the records of Pitkin County, Colorado, containing one hundred nineteen and eighty-three hundredths acres (119.83) of which 66 acres are under cultivation, and beneficially irrigated, that said Petitioner, H. T. Anderson has constructed two Lakes which are stocked with fish and used as a retaining pond; that the said H. T. Anderson has caused water to be brought to said lands and to have same delivered for irrigation of the said 66 acres and for the maintenance of the two lakes as aforesaid.

5. That the Petitioner is the owner of the Maroon Creek

of Colorado, and in Pitkin County, and all hereinafter more particularly described and also more particularly shown by the map and statement of said H. T. Anderson, all made and duly filed, as required by law, in the Office of the State Engineer of Colorado and the County Clerk and Recorder's Office, Pitkin County, Colorado and all of which copies are liewise on file herein as exhibits in this proceeding.

6. The Court doth further find that due to the peculiar characteristic of the soil the same being gravel and made land and requiring a greater amount of water to irrigate than is customary in this District that the duty of the water is hereby found to be much greater and should be determined to be one foot of Water per second of time for every ten acres of ground so irrigated and that the ratio should be, and is hereby ordered to be, one foot of water per second of time on the lands of the Petitioner, H. T. Anderson, for every ten acres.

7. That on or about the first day of June, 1910, the Petitioner, H. T. Anderson, and his grantor commenced the work of construction of said Maroon Creek Ditches Nos. 1 and 2, and of diverting and appropriating the said waters of Maroon Creek for irrigation, the supply of the two lakes as aforesaid, and has pursued the work of construction and completion of said Ditches with all reasonable diligence and diverted and appropriated the waters of Maroon Creek for irrigation, supplying the two lakes , and other beneficial purposes, and has ever since thereto continuously and uninterruptedly used said water for said purposes; that the priority rights of the Petitioner was initiated upon and entitled to date from the first day of June, 1910; that the size of the said Ditch, and the needs and requirements thereof and the uses heretofore made by the Petitioner of the water thus diverted and appropriated for said various purposes, as hereinabove enumerated, are sufficient to entitle the Petitioner in an appropriation of 6.6 cubic feet of water per second of time of the waters of Maroon Creek in Water District No. 38 through Maroon Creek Ditches Nos. 1 and 2.

That the headgate of Maroon Creek Ditch No. 1 is located at a point in the channel of a Spring branch at the confluence of streams from 3 Springs, a point where Corner No. 3 of H. E. S. No. 42 is suspended 11 South R. 85 W. 6th P.M. bears S. 45 degrees 34' W. 984 feet from Spring No. 1 same corner bears S. 49 degrees W. 750 feet and headgate bears N. 49 degrees East 190 feet and is at Station 1. That the headgate of Maroon Creek Ditch No. 2 is located at a point on the N. bank of a suspended T. 11 S. R. 85 W. 6th P.M. bears S. 20 degrees 30' E. 150 feet. That the size and capacity of Maroon Creek Ditch No.1 and the amount of land belonging to said Petitioner lying adjacent thereto and subject to irrigation therefrom are sufficient to entitle said ditch to an appropriation of the said waters of Maroon Creek to the amount of 4.95 cubic feet of water per second of time there being 49.5 acres of land irrigated from said ditch. That the size and capacity of Maroon Creek Ditch No. 2 and the amount of land belonging to said Petitioner lying adjacent thereto and subject to irrigation therefrom are sufficient to entitle said ditch to an appropriation of the said waters of Maroon Creek to the amount of 1.65 cubic feet of water per second of time there being 16.5 acres of land irrigated from said ditch. That the water of said Maroon Creek Ditch No. 2 is also used as a supplementary supply for the propagation of fish together with waters of Maroon Creek Ditch No. 1.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court, that the Maroon Creek Ditch No. 1 be numbered 394, with priority Number 4141, in the decrees of this Court for Water District No. 38; that said ditch be awarded an appropriation of 4.95 cubic feet of water per second of time dating from June 1st, 1910, upon the original construction of said Maroon Creek Ditch No. 1, and that there be allowed to flow into said ditch from Maroon Creek, for the use and benefit of the Petitioner and his heirs and assigns, for irrigation and

and propagation of fish, by virtue of said appropriation 4.95 cubic feet of water per second of time.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court, that the Maroon Creek Ditch No. 2 be numbered 295, with Priority Number 442, in the decrees of this Court for Water District No. 38; that said ditch be awarded an appropriation of 1.65 cubic feet of water per second of time dating from June 1st, 1910, upon the original construction of said Maroon Creek Ditch No. 2, for the use and benefit of the Petitioner and his heirs and assigns, for irrigation and propagating of fish, by virtue of said appropriation 1.65 cubic feet of water per second of time.

AND IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court, that these findings and this decree is subject to all decrees adjudicating the priority of water rights in Water District No. 38 made and entered of record by this Court more than four years prior to the filing of the petition herein. Also subject to the same conditions and provisions as are applicable to and contained in the General Decrees made and entered of record in this Court in the matter of the adjudication of the priority rights to the use of water for irrigation in Water District No. 38.

John R. Clark
Judge of the District Court

FILED
IN DISTRICT COURT
Garfield County, Colorado
FEB 14 1940
CLERK

March 29th, 1940.

RECEIVED of N. D. Smith, Clerk of the District Court in and for Garfield County, Colorado, certified copy of Decree to the Herrick Ditch Number 296, with Priority No. 440½, entered February 5, 1940, in Cause No. 3330.

R. C. Finley
Division Engineer
Irrigation Division No. 5.

FILED
IN DISTRICT COURT
Garfield County, Colorado
MAR 30 1940
N. D. Smith
CLERK

Exhibit A
Pre-Hearing Statement

STATE OF COLORADO,)
: ss.
COUNTY OF GARFIELD.)

IN THE DISTRICT COURT.

No.3330.

IN THE MATTER OF THE APPLICATION OF H. T. ANDERSON FOR AN ADJUDICATION OF HIS PRIORITY RIGHT TO THE USE OF WATER FOR IRRIGATION PURPOSES, FROM UPPER MAROON CREEK THROUGH MAROON CREEK DITCHES NOS. 1 and 2, IN WATER DISTRICT NO. 38.

IN THE MATTER OF THE APPLICATION OF HAROLD A. DEANE AND LOUISE GLOVER DEANE FOR AN ADJUDICATION OF THEIR PRIORITY OF RIGHT TO THE USE OF WATER FROM MAROON CREEK, IN PITKIN COUNTY, COLORADO, FOR IRRIGATION PURPOSES, THROUGH THE HERRICK DITCH, IN WATER DISTRICT NO. 38.

FILED
IN DISTRICT COURT
Garfield County, Colorado
FEB 23 1940
CLERK

D E C R E E

Now on this 5th day of February, A. D. 1940, the same being one of the regular juridical days of the November, A. D. 1939, Term of said Court, sitting within and for the County of Garfield in the State of Colorado, this matter coming on to be heard on the Petition of Harold A. Deane and Louise Glover Deane filed herein, and the Petitioners appearing in person and by their attorney Carl W. Fulghum, and the Petitioner H. T. Anderson appearing in person and by his attorney Wm. R. Shaw, and no other person or corporation appearing in opposition or otherwise.

And it appearing to the Court that notice of this hearing was, on the application of the Petitioner, H. T. Anderson, ordered by the Court to be made by personal service and by the posting of notices, as required by law; that proof of service of said notice by personal service on all persons using water from Maroon Creek in Water District No. 38, and proof of posting of said notice are on file herein, as required by law; that such service and posting of notice was sufficient to give all persons entitled to notice thereof or whose interest would in any manner be affected by the entering of the decree sought to be obtained in said matter; and

thereupon the Court heard the testimony on behalf of the Petitioners, Harold A. Deane and Louise Glover Deane, and there being no protest made or filed in said matter or evidence offered on objection to the testimony on behalf of said Petitioners, and the Court being now sufficiently advised in the premises, doth find:

First: That the Petitioners, Harold A. Deane and Louise Glover Deane, are the owners of the following described lands, to-wit:

> West Half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$) of Section Twenty-two (22); the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) and the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-one (21), all in Township Ten (10) South of Range Eighty-five (85) West of the Sixth (6th) Principal Meridian, containing 280 acres more or less,

in Pitkin County, Colorado, and that said Petitioners are also the owners of the Herrick Ditch, taking water from Maroon Creek, in Pitkin County, Colorado, in Water District No. 38.

Second: That the headgate of the said Herrick Ditch is located on the west bank of Maroon Creek at a point whence the Southeast corner of Section 21, Township 10 South, Range 85 West 6th Principal Meridian, bears Northeast 5115 feet; said ditch extends from thence in a northerly direction to and upon the lands of Petitioners; that the depth of said Herrick Ditch at water line is one and one-half feet; the width at highwater line is five feet; the width thereof on the bottom is two feet; the grade thereof is eighteen feet to the mile; the length thereof is one and one-half miles; that the approximate carrying capacity thereof is twenty cubic feet of water per second of time; that the work of construction on said ditch was commenced October 1, 1890

Third: That all of Petitioners' lands are sloping lands situated above Maroon Creek; that the waters used in the irrigation of said lands, drain into Maroon Creek; that the top soil on said lands is made soil and immediately underlying said top soil is stone,

sand and gravel through which the water for irrigation easily percolates and returns to said stream and is lost for irrigation purposes to these Petitioners; that by reason of the character of said soil, the established ratio of one cubic foot of water per second of time to fifty acres is wholly inadequate to properly irrigate the lands of Petitioners irrigated and susceptible of irrigation by water from and through said Herrick Ditch; that for the purpose of properly irrigating said lands and providing a sufficient quantity of water therefor, for these particular lands, the ratio should be and it is hereby ordered to be increased to the amount of one cubic foot of water per second of time for every ten acres.

Fourth: That the Petitioners, Harold A. Deane and Louise Glover Deane, have lying under and subject to irrigation by water from said Herrick Ditch, ninety-three acres of their said lands herein described and that said 93 acres of their said lands are now under cultivation and have been actually and beneficially irrigated from the waters carried in said Herrick Ditch; that the amount of land lying under and irrigated by water from said Herrick Ditch and the size and carrying capacity thereof are sufficient to entitle said Herrick Ditch to an appropriation on the original construction thereof for irrigation purposes, for the use and benefit of the owners thereof, and their assigns, as fixed by this decree, to 9.3 cubic feet of water per second of time; that said Herrick ditch should be numbered 296, and is entitled to Priority Number 440½, in the decrees of this Court for Water District No. 38, dating from October 1, 1890.

Fifth: T hat at all times before this day the said Petitioners, Harold A. Deane and Louise Glover Deane have failed to offer any evidence in any proceedings heretofore had in this Court in the matter of Priority of Water Rights in Water District No. 38, of the State of Colorado, in support of their rights now claimed

by them as fully set forth in their Petition herein.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED and DECREED by the Court, that the Herrick Ditch be numbered 296, with Priority Number 440½ in the decrees of this Court for Water District No. 38; that said ditch be awarded an appropriation of 9.3 cubic feet of water per second of time dating from October 1st, 1890, upon the original construction of said Herrick Ditch, and that there be allowed to flow into said ditch from Maroon Creek, for the use and benefit of said Petitioners, and their assigns, for irrigation purposes, by virtue of said appropriation, 9.3 cubic feet of water per second of time.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court, that these findings and this decree are subject to all decrees adjudicating the priority of water rights in Water District No. 38 made and entered of record by this Court more than four years prior to the filing of the petition herein. Also subject to the same conditions and provisions as are applicable to and contained in the General Decrees made and entered of record in this Court in the matter of the adjudication of the priority rights to the use of water for irrigation in Water District No. 38.

DONE IN OPEN COURT,

BY THE COURT:

John R. Clark
Judge.

Exhibit A
Pre-Hearing Statement

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

IN THE DISTRICT COURT

No. 3330.

In the matter of the application of H. T. Anderson for an adjudication of his Priority Right to the use of Water for Irrigation Purposes, from Upper Maroon Creek through Maroon Creek Ditches Nos. 1 and 2, in Water District No. 38.

In the matter of the application of Harold A. Deane and Louise Glover Deane for an Adjudication of their Priority of Right to the use of Water from Maroon Creek, in Pitkin County, Colorado, for Irrigation purposes, through the Herrick Ditch, in Water District No. 38.

O R D E R

FILED
IN DISTRICT COURT
Garfield County, Colorado
AUG 7 - 1941
John S. Woody
CLERK

On this 7th day of August, A. D. 1941, the attention of the Court having been called to the fact that there is an error in the Decree heretofore entered herein on February 5, 1940, adjudicating water to the Maroon Creek Ditches Nos. 1 and 2, in that in paragraph 4 of said decree the lands of the petitioner H. T. Anderson, situate in Pitkin County, Colorado, are described as being "Homestead Entry No. 44 Patent recorded in Book 55 page 533 of the records of Pitkin County, Colorado", and an examination of the exhibit and evidence in this matter showing that the true description of said lands is "Homestead Entry No. 42 Patent recorded in Book 55 page 533 of the records of Pitkin County, Colorado", and it appearing to the Court that the mistake herein mentioned is a clerical mistake such as is contemplated by Subsection A of Rule 60 of the Rules of Civil Procedure;

Therefore, upon the Court's own motion, IT IS ORDERED, ADJUDGED AND DECREED, That the Decree heretofore entered herein on February 5, 1940, adjudicating water to the Maroon Creek Ditches Nos. 1 and 2, be and the same is hereby amended and corrected so that the description of the lands of the petitioner H. T. Anderson,

set forth in paragraph 4 of said decree, shall be as follows: "Homestead Entry No. 42 Patent recorded in Book 55, page 533 of the records of Pitkin County, Colorado"; and that as to the balance of said decree and the matters and things therein set forth, said decree shall be in no wise altered or changed, but shall remain as originally set forth and entered on said February 5, 1940.

BY THE COURT:

John R. Clark
Judge

Exhibit A
Pre-Hearing Statement

IN THE DISTRICT COURT IN AND FOR THE

COUNTY OF GARFIELD AND STATE OF COLORADO

NO. 4613

IN THE MATTER OF THE SUPPLEMENTAL ADJUDICATION OF THE PRIORITY APPROPRIATION OF WATER FOR ALL BENEFICIAL PURPOSES, IN WATER DISTRICT NO. 38, IN THE STATE OF COLORADO.	)	D E C R E E
ROBERT L. BRIDGES, EXECUTOR OF THE ESTATE OF TUCKER McCLURE, Deceased, and M. STANLEY PINGS, Petitioners.	)	

Findings of Fact having been made by the Court herein, and such Findings of Fact having been filed with the Clerk of this Court, in the manner provided by law, and an Order having been made and entered herein, fixing the 12th day of May, A. D. 1958 as the day for the hearing and consideration of such objections and exceptions to said Findings as may be filed herein, and due and proper notice thereof having been given to all persons entitled to notice thereof, and no exceptions or objections having been filed thereto, and the Court having ordered that a decree be entered herein in accordance with the aforesaid Findings, and the Court now being fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED:

1. That this is a supplemental general adjudication proceeding with reference to water rights in Water District No. 38 of the State of Colorado; that prior hereto certain general adjudication proceedings in said District have been conducted and concluded by a Decree, the last immediately preceding decree having been duly entered by the Court on the 24th day of October, 1952.

2. That all conditions precedent to the entry of the Decree herein have been fully performed and complied with and the Court has jurisdiction over all parties in interest herein and of the subject matter of this proceeding and of each ditch or other structure hereinafter named.

3. That this Decree determines and establishes the several priorities of right, by appropriation of water, of the several ditches, reservoirs and other structures in said water district, concerning which testimony has been offered, each according to the time of its construction, or the time of any extension or enlargement thereof, as the case may be, with the amount of water which has been appropriated by such construction and by such extension and enlargement, if any. The right to divert water is hereby decreed in cubic feet per second of time, and the right to store water is hereby decreed in acre feet.

4. That the amount of water awarded to the several ditches, reservoirs and other structures hereinafter mentioned, and to the several priorities connected thereto or therewith, has been beneficially applied and used in the irrigation of the lands under said ditches, reservoirs or other structures, or for such other purposes as are set forth herein, except as to conditional appropriations, and that the amount of water so awarded to each of the several ditches, reservoirs or other structures is necessary and essential to the proper irrigation of the land covered thereby, and to the profitable production of crops thereon, or for the particular beneficial purposes herein set forth, and that under the evidence submitted herein, said amount of water has been appropriated, used and applied to a beneficial use in each and every case, except as to said conditional appropriations.

5. That by reason of the application of said quantities of water so awarded to the several ditches, reservoirs or other structures to a beneficial use therethrough or thereby, the appropriators, claimants and parties lawfully entitled thereto have acquired a vested property right to the use of such water under the Constitution and laws of the State of Colorado, and of the Constitution of the United States of America.

6. That nothing herein contained shall be held, deemed or construed to change the date of appropriation, or the volume or quantity of water

appropriated, or the time of appropriation, or the manner of use, or to in any other way change, modify or adversely affect any decree of this Court heretofore entered. That the several decrees for water rights adjudicated to each and every ditch, reservoir or other structure herein specifically mentioned by, through or under former adjudications by this Court are hereby recognized and acknowledged as prior valid decrees, and the same should be, and hereby are ratified and confirmed.

7. That all of the ditches, reservoirs or other structures herein mentioned are entitled to priority rights for the appropriation of water in an amount equal to the amount herein awarded, relating back to a date as early in every instance as the date fixed in this Decree.

8. Notwithstanding that the priority rights for the appropriation of water determined in this decree in many instances bear identical dates of priority, it is hereby declared that such priority rights are so established in conformity with the provisions of the Adjudication Act of 1943, cited as Chapter 147, Article 9, Sections 1 to 21, inclusive, Colorado Revised statutes, 1953, and particularly Section 13 thereof, and that the actual priority rating of said several ditches, reservoirs and other structures, and the priority rights for the appropriation of water are calculated upon their dates of appropriation, respectively, as controlled by the laws of the State of Colorado, the order of priority, or priority of rights, for each particular use being in accordance with the priority numbers herein assigned to each thereof, the lower priority numbers being awarded the right of precedence over the higher priority numbers.

9. That each of the claimants of the water rights hereinafter set forth has prosecuted his, her, their or its appropriation, or appropriations, with due diligence within the meaning of, and in accordance with, the Constitution and laws of the State of Colorado.

10. That by reason of the peculiar nature of the soil irrigated by many of the ditches in Water District No. 38, the presence of coarse gravel and glacial deposits under a comparatively thin top soil, the ease

with which water escapes through the bottom and sides of the ditches, many of which are constructed along steep side hills or steep terrain, the readiness with which water escapes into and under the soil during the process of irrigation, and the fact that many of said appropriations are for water which is available for only a relatively short period in the spring of each year, no definite ratio for the use of water in general can be established because the duty of water varies greatly in different localities and with different formations and ditches and other structures, and therefore the amounts awarded in this decree are based on demonstrated, established facts and actual proof of the necessities for water under the several claims; that the ditches, reservoirs and other structures involved herein are hereby decreed a priority right for the quantity of water necessary to profitably produce crops, or for other purposes as hereinafter set forth, without unnecessary waste.

11. That where the letters "cfs", "c.f." or "cu.ft. per sec." are used in this decree, said letters and contractions are used and should be construed as abbreviations for "cubic feet of water per second of time", and that the letters "A.F.", "Ac. Ft.","Acre Ft.", and "A. Ft." as used herein shall be contrued as abbreviations for "acre feet".

12. That the ditches, reservoirs or other structures heretofore awarded numbers by prior decrees in this Court, and which the Court has found are entitled to additional decrees and priority rights under the findings of fact filed herein, are as follows, to-wit:

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
113-A	McPHERSON NO. 1 DITCH	CAPITOL CREEK
37	CAPITOL PARK DITCH	CAPITOL CREEK
252	TROY DITCH	FRYING PAN RIVER
424	EDITH DITCH	FRYING PAN RIVER
234	ALVIN SLOSS DITCH	FRYING PAN RIVER
333	DUROUX DITCH	HUNTER CREEK
336	STEIN-ARLIAN AND MAROLT DITCH	MAROON CREEK
8-B	CONSOLIDATED RESERVOIR	WEST COULTER CREEK
143BBBA	EAST SNOWMASS AND BRUSH CREEK DITCH	EAST SNOWMASS CREEK
154	LAKE ANN RESERVOIR	WEST SOPRIS CREEK
296	HERRICK DITCH	MAROON CREEK
107-A	LIGNITE DITCH NO. 107-A	FOUR MILE CREEK
94	MOUNT SOPRIS DITCH	WEST SOPRIS CREEK
83	KELSO DITCH	ROARING FORK RIVER
161-BB	ELK CREEK NO. 2 DITCH	ELK CREEK
158-C	SANDY DITCH	CAPITOL CREEK

13. That the ditches, reservoirs and other structures which heretofore have not been awarded a ditch number by prior decrees in this Court and have not had their priority rights adjudicated heretofore, but which now are entitled to be awarded priority rights, are as follows, to-wit:

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
451	ASPEN DITCH AND WATER RIGHT	ROARING FORK RIVER
452	PEARSON SPRING DITCH	PEARSON SPRING
453	SOUTH SIDE DITCH	WOODY CREEK
454	JOUFLAS DITCH	WEST DOWNEY CREEK AND EAST DOWNEY CREEK
455	DOOLEY DITCH	DICK CREEK
456	DOOLEY DITCH NO. 2	DOOLEY CREEK
457	JOHNSON SPRING & PIPELINE	JOHNSON SPRING
458	JAKEMAN DITCH	JAKEMAN CREEK
459	HARRIS NO. 2 DITCH AND EXTENSION THEREOF KNOWN AS FAVRE SPRING NO. 5 AND DITCH	BLUE CREEK(as to Harris No.2) and FAVRE SPRING NO. 5 as to Extension.
460	FAVRE DOMESTIC PIPELINE	SPRING NO. 1 AND SPRING NO.2. (Tributaries to Blue Creek)
461	FISH POND DITCH AND SPRINGS NOS. 1, 2, 3 AND 4.	BLUE CREEK AND SPRINGS NOS. 1, 2, 3,4 and 5.
462	MARY McLEAN DITCH	Two un-named GULCHES, TRIBUTARY TO CATTLE CREEK
463	DESERT DITCH	FRENCHMAN CREEK
464	TEKOUCICH DITCH	SPRINGS 1 AND 2 (Tributary to Castle Creek)
465	HARDWICK DITCH	FOUR MILE CREEK
466	ARLIAN DITCH NO. 2	BLUE CREEK
467	KING RANCH DITCH NO. 1	FRYING PAN
468	NORTH SPRING	NORTH SPRING
469	BEGLEY DITCH	OUTLET, DURANT MINING CLAIM TUNNEL
470	SUTEY DITCH	COAL CREEK
471	ARLIAN DITCH NO. 1	BLUE CREEK
472	FAVRE HIGHLINE DITCH	BLUE CREEK
473	BEULAH SPRING AND PIPELINE	SPRING
474	FLOGAUS DITCH AND PIPE LINE	WOODY CREEK
475	GEORGE DITCH	LITTLE ELK CREEK

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED	
476	MOLLIE GIBSON NO. 2 SHAFT DITCH	MOLLIE GIBSON NO. 2 SHAFT.	
477	DEANE POND NO. 1 AND DEANE POND NO. 2	SPRINGS	
478	FRANK SPAROVIC PIPELINE	SPRINGS	
479	BLUE CREEK LATERAL DITCH	BLUE CREEK	
480	SLOSS SPRINGS AND RESERVOIR	SPRINGS	
481	SIEVERS SPRING AND PIPELINE	SPRING	
482	BURRY SPRING PUMP AND PIPELINE.	SPRING	
483	HIGHLINE DITCH	BLUE CREEK	
484	ARLIAN SPRING AND PIPE LINE	SPRING.	
485	BURRY SPRING DITCH AND FISH POND	SPRING	
486	COCKBURN NO. 1 DITCH	CRYSTAL RIVER	
487	COCKBURN NO. 3 DITCH	UNNAMED TRIBUTARY TO CRYSTAL RIVER.	
488	COCKBURN NO. 2 DITCH	UNNAMED TRIBUTARY TO CRYSTAL RIVER.	
489	WEST THREE MILE DITCH, EXTENSION NO. 1 AND ENLARGEMENT NO. 1.	UNNAMED TRIBUTARIES TO THREE MILE CREEK.	
490	BRADLEY-BREINER LAKE NO. 1	SNOWMASS CREEK	
491	BRADLEY-BREINER FEEDER DITCH	SNOWMASS CREEK	
492	JOHNSON SLOUGH DITCH	AND JOHNSON FISH PONDS NOS. 1,2,3,4 and 5	ROARING FORK RIVER	Alternate
493	JOHNSON BLUE CREEK DITCH		BLUE CREEK	Use
494	ASPEN LAND AND WATER DEVELOPMENT COMPANY DITCH AND LAKES NO. 1 AND 2		MAROON CREEK	
494-A	JAMES RESERVOIR		ROARING FORK RIVER	
495	SAMUEL J. CAUDILL, JR. SPRING NO. 1 PIPELINE AND DITCH		SPRING	
496	KING RANCH SPRING AND PIPE LINE		SPRING	
497	KELLY PIPELINE		PINE CREEK	
498	KELLY DITCH		PINE CREEK	
499	MIKE SPRING AND DITCH		MIKE SPRING	

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
500	CAUDILL PIPELINE NO. 2 DITCH	MAROON CREEK
501	CAUDILL LAKE DITCH NO. 1	MAROON CREEK
502	P & M SPRING AND PIPELINE	SPRING
503	CLINTON PUMP, PIPELINE AND DITCH	ROARING FORK RIVER
504	JONES FISH PONDS NOS. 1, 2 and 3	UNNAMED TRIBUTARY TO MAROON CREEK
505	JONES PIPE LINE NO. 1	SPRINGS
506	JONES PIPE LINE NO. 2	UNNAMED TRIBUTARY TO MAROON CREEK
507	POLLY NO. 1 SPRING, PUMP AND PIPELINE	SPRING
508	V-U PIPELINE	MAROON CREEK
509	KING RANCH DITCH NO. 2	UNNAMED TRIBUTARY TO FRYING PAN RIVER
510	WEST DIVIDE PROJECT	CRYSTAL RIVER, AVALANCHE, FOUR MILE, THREE MILE, HAYS, COAL, EAST, HAWK AND KLINE CREEKS, AND UNNAMED TRIBUTARIES
511	BASALT PROJECT	FRYING PAN RIVER; ALL NAMED AND UNNAMED TRIBUTARIES ABOVE DAM AND ALL RUNOFF AND DRAINAGE OF RIVER BASIN ABOVE SAID DAM
512	PERRY DITCH	UNNAMED TRIBUTARY TO SNOWMASS CREEK
513	VOORHEES DITCH AND VOORHEES FISH PONDS, NUMBERED 1 AND 2	SPRING

14. That notwithstanding the respective appropriation dates of water as decreed herein, the priority dates to which the respective appropriations are entitled to relate, under and by virtue of the laws of the State of Colorado, are as hereinafter shown; that the priority number of the respective appropriations of water for ditches, reservoirs or other structures hereinbefore mentioned, the numbers assigned thereto, the names thereof, the amount and volume of water to which they are entitled in this proceeding, measured in cubic feet of water per second of time, or in acre feet, as the case may be, the streams from which the respective ditches, reservoirs or other structures derive their supply of water, the priority date to which the same are respectively entitled to relate under the laws of the State of Colorado, and whether by original construction or enlargement and extension, and if by enlargement, the particular enlargement according to its number or name, are as follows, to-wit:

DITCH NO.	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED Cfs.
451	ASPEN DITCH AND WATER RIGHT	Orig.	Roaring Fork River	Jan. 2,1886:	640	3.00 cfs 0.5 (Conditional)
452	PEARSON SPRING DITCH	Orig.	Pearson Spring	Sep. 1,1891:	641	2.0 cfs
453	SOUTH SIDE DITCH	Orig.	Woody Creek	June 15,1894:	642	2.0 cfs
454	JOUFLAS DITCH	Orig.	West Downey Creek and East Downey Creek	June 10,1899:	643	11.[illegible] cfs
455	DOOLEY DITCH	Orig.	Dick Creek	Aug. 1,1899:	644	1.0 cfs
456	DOOLEY DITCH NO. 2	Orig.	DOOLEY CREEK	Jan. 1,1900:	645	1.0 cfs
457	JOHNSON SPRING PIPELINE	Orig.	JOHNSON SPRING	Jul. 1,1909:	646	0.028 cfs
458	JAKEMAN DITCH	Orig.	JAKEMAN CREEK	Jun. 1,1910:	647	3.5 cfs
459	HARRIS NO. 2 DITCH and Extension thereof known as FAVRE SPRING NO. 5 and Ditch	Orig.	Blue Creek (as to Harris No. 2) and Favre Spring No. 5 as to Extension.	Apr. 7,1912:	648	0.6 cfs
460	FAVRE DOMESTIC PIPELINE	Orig.	Spring No. 1 and Spring No. 2 (Tributaries to Blue Creek)	Apr. 15,1912: Aug. 11,1937:	649 666	0.5 cfs (Spr.No.2) 0.5 cfs (Spr.No.1)
461	FISH POND DITCH AND SPRINGS NOS. 1, 2, 3 and 4	Orig.	Blue Creek and Springs Nos. 1, 2, 3, 4 and 5	Apr. 15,1912:	650	1.5 cfs
462	MARY McLEAN DITCH	Orig.	Two un-named gulches, trib. to Cattle Creek	May 1,1912:	651	5.0 cfs
463	DESERT DITCH	Orig.	Frenchman Creek	July 1,1915:	652	9.0 cfs
113-A	McPHERSON NO. 1 DITCH	Enl.	Capitol Creek	June 1,1917:	653	3.84 cfs
37	CAPITOL PARK DITCH	2nd Enl.	Capitol Creek	June 1,1918:	654	6.0 cfs
464	TEKOUCICH DITCH	Orig.	SPRINGS 1 and 2 (tributary to Castle Creek.	June 1,1919:	655	2.0 cfs
465	HARDWICK DITCH	Orig.	Four--Mile Creek	May 1,1920:	656	3.0 cfs
466	ARLIAN DITCH NO. 2	Orig.	Blue Creek	June 15,1921:	657	1.0 cfs
467	KING RANCH DITCH NO. 1	Orig.	Frying Pan	Sept. 1,1922:	658	5.29 cfs
468	NORTH SPRING	Orig.	North Spring	June 1,1926:	659	0.5 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO.	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED
469	BEGLEY DITCH	Orig.	Outlet, Durant Mining Claim Tunnel	June 1, 1926	660	1.5 cfs
470	SUTEY DITCH	Orig	Coal Creek	July 15,1926	661	4.0 cfs
471	ARLIAN DITCH NO. 1	Orig.	Blue Creek	May 15,1930	662	1.5 cfs
472	FAVRE HIGHLINE DITCH	Orig.	Blue Creek	May 1,1931	663	1.0 cfs
473	BEULAH SPRING AND PIPELINE	Orig.	Spring	Aug 18,1931	664	0.014 cfs
474	FLOGAUS DITCH AND PIPE LINE	Orig.	Woody Creek.	July 1,1937 Apr. 30,1957	665 716	0.05 cfs 5.0 cfs (Cond.)
475	GEORGE DITCH	Orig.	Little Elk Creek	May 1,1939	667	7.8 cfs
476	MOLLIE GIBSON NO. 2 SHAFT DITCH	Orig.	Mollie Gibson No. 2 Shaft	June 1,1940	668	1.5 cfs
252	TROY DITCH, 2nd ENLARGEMENT	Enl.	Frying Pan River	June 1,1942	669	6.2 cfs
477	DEANE POND NO. 1, and DEANE POND NO. 2	Orig.	Springs	June 1,1943	670	10.0 cfs
478	FRANK SPAROVIC PIPELINE	Orig.	Springs	Febr. 25,1946	671	0.18 cfs
479	BLUE CREEK LATERAL DITCH	Orig.	Blue Creek	May 1,1946	672	0.3 cfs 0.7 cfs (Cond.)
424	EDITH DITCH, FIRST ENLARGEM'T	Enl.	Frying Pan River	July 1,1946	673	3.23 cfs
234	ALVIN SLOSS DITCH, 1st Enl.	Enl.	Frying Pan River	July 1,1946	674	2.96 cfs
480	SLOSS SPRINGS AND RESERVOIR	Orig.	Springs	July 1,1946	675	1.52 cfs 16.5 Ac.Ft (Storag
333	DUROUX DITCH AND FIRST ENLARGEMENT.	Enl.	Hunter Creek	June 20,1947	676	2.5 cfs
336	STEIN-ARLIAN AND MAROLT DITCH FIRST ENLARGEMENT.	Enl.	Maroon Creek	June 1,1948	677	4.0 cfs
8-B	CONSOLIDATED RESERVOIR, FIRST ENLARGEMENT	Enl.	West Coulter Creek	Sept. 1,1948	678	285.6 Ac. Ft.
481	SIEVERS SPRING AND PIPELINE	Orig.	Spring	Aug. 1,1949	679	0.045 cfs
143BBBA	EAST SNOWMASS AND BRUSH CREEK DITCH, FIRST ENLARGEMENT	Enl.	East Snowmass Creek	June 12,1950	680	43.45 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO:	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED
154	LAKE ANN RESERVOIR, SECOND ENLARGEMENT.	Enl.	West Sopris Creek	Sept. 7,1950	681	250.827 Ac. Ft.
482	BURRY SPRING PUMP AND PIPE-LINE.	Orig.	Spring	June 1,1951	682	0.125 cfs
296	HERRICK DITCH, FIRST EN-LARGEMENT	Enl.	Maroon Creek	Aug. 1,1951	683	51.56 cfs
483	HIGHLINE DITCH	Orig.	Blue Creek	Oct. 1,1951	684	1.78 cfs (Cond) 2.22 cfs
484	ARLIAN SPRING AND PIPE LINE	Orig.	Spring	Febr. 1,1952	685	0.06 cfs
485	BURRY SPRING DITCH AND FISH POND.	Orig.	Spring	June 1,1952	686	0.230 cfs
486	COCKBURN NO. 1 DITCH	Orig.	Crystal River	June 1,1952	687	3.00 cfs
487	COCKBURN NO. 3 DITCH	Orig.	Unnamed Tributary to Crystal River	June 1,1952	688	1.5 cfs
488	COCKBURN NO. 2 DITCH	Orig.	Unnamed Tributary to Crystal River	June 5,1952	689	1.5 cfs
107-A	LIGNITE DITCH NO. 107-A and the THIRD ENLARGEMENT AND EXTENSION THEREOF.	Enl.	Four Mile Creek	Aug. 10,1952	690	3.8 cfs
94	MOUNT SOPRIS DITCH, THIRD ENLARGEMENT.	Enl.	West Sopris Creek	Sept. 26,1952	691	32.5 cfs
489	WEST THREE MILE DITCH, EXTEN-SION NO. 1 AND ENLARGEMENT NO.1	Orig. & Enl.	Unnamed Tributaries to Three Mile Creek.	July 24,1953 Sept. 20,1955	692 708	7.8 cfs (Cond) 6.6 cfs
490	BRADLEY-BREINER LAKE NO. 1	Orig.	Snowmass Creek	Aug. 27,1953	693	(Cond.) 3.1 Ac. Ft.
491	BRADLEY-BREINER FEEDER DITCH	Orig.	Snowmass Creek	Aug. 27,1953	694	(Cond.) 2.0 cfs
492	JOHNSON SLOUGH (AND JOHNSON DITCH	Orig.	Roaring Fork River	Oct. 15,1953	695	(Alt.use) 12.0 cfs
493	JOHNSON BLUE CREEK DITCH (FISH PONDS NOS 1,2,3,4 and 5	Orig.	Blue Creek	Oct. 15,1953	695	(Alt.use) 12.0 cfs (Total Fish Ponds) 14.15 Ac.Ft.
494	ASPEN LAND AND WATER DEVEL-OPMENT COMPANY DITCH AND LAKES NO. 1 AND 2.	Orig.	Maroon Creek	May 1, 1954	696	2.0 cfs
83	KELSO DITCH, THIRD ENLARGEMENT	Enl.	Roaring Fork River	Jun. 1,1954	697	(Cond) 5.0 cfs.
494-A	JAMES RESERVOIR	Orig.	Roaring Fork River	Jun. 1,1954	697-A	(Cond) 8.28 Ac. Ft.
495	SAMUEL J. CAUDILL JR.SPRING NO. 1 PIPELINE AND DITCH	Orig.	Spring	Aug. 1,1954	698	0.0036 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO:	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED.
496	KING RANCH SPRING AND PIPE LINE.	Orig.	Spring	May 1, 1955	699	0.80 cfs
497	KELLY PIPELINE	Orig.	Pine Creek	June 1, 1955	700	0.42 cfs
498	KELLY DITCH	Orig.	Pine Creek	June 1, 1955	701	(Cond.) 1.0 cfs
499	MIKE SPRING AND DITCH	Orig.	Mike Spring	June 15, 1955	702	1.0 cfs
500	CAUDILL PIPELINE NO. 2 DITCH	Orig.	Maroon Creek	July 15, 1955	703	0.077 cfs
501	Caudill LAKE DITCH NO. 1	Orig.	Maroon Creek	July 15, 1955	704	1.0 cfs
161-BB	Elk CREEK NO. 2 DITCH, FIRST ENLARGEMENT	Enl.	Elk Creek	Aug. 1, 1955	705	3.46 cfs
502	P & M SPRING AND PIPELINE	Orig.	Spring	Aug. 10, 1955	706	0.13 cfs
503	CLINTON PUMP, PIPELINE AND DITCH	Orig.	Roaring Fork River	Sept. 1, 1955	707	1.0 cfs
504	JONES FISH PONDS NOS. 1, 2 and 3	Orig.	Unnamed Tributary to Maroon Cr	May 1, 1956	709	3.5 cfs
505	JONES PIPE LINE NO. 1	Orig.	Springs	May 22, 1956	710	1.29 cfs
506	JONES PIPE LINE NO. 2	Orig.	Unnamed Tributary to Maroon Creek	May 22, 1956	711	2.0 cfs.
507	Polly NO. 1 SPRING, PUMP AND PIPELINE	Orig.	Spring	Aug 4, 1956	712	0.138 cfs
508	V-U PIPELINE	Orig.	Maroon Creek	Nov. 6, 1956	713	3.40 cfs
509	KING RANCH DITCH NO. 2	Orig.	Unnamed Tributary to Frying Pan River	Mar. 29, 1957	714	(Cond.) 6.05 cfs
510	WEST DIVIDE PROJECT	Orig.	Crystal River, Avalanche, Four Mile, Three Mile, Hays, Coal, East, Hawk and Kline Creeks, and unnamed tributaries	Apr. 22, 1957	715	(Cond.) 190,737.7 A.F. (Cond.) 1830.0 cfs
158-C	SANDY DITCH, FIRST ENLARGEMENT	Enl.	Capitol Creek	May 1, 1957	717	2.2 cfs
511	BASALT PROJECT	Orig.	Frying Pan River, all named and unnamed tributaries above dam, and all runoff and drainage of river basin above said dam.	July 29, 1957	718	(Cond.) 140,697.3 A.F. (Cond.) 610.0 cfs
512	PERRY DITCH	Orig.	Unnamed Tributary to Snowmas Cr.	Aug. 4, 1957	719	3.5 cfs
513	VOORHEES DITCH AND VOORHEES FISH PONDS, NUMBERED 1 AND 2	Orig.	Spring	Oct. 5, 1957	720	(Cond.) 2.42 cfs

Exhibit A
Pre-Hearing Statement

FIRST ENLARGEMENT OF HERRICK DITCH

The claimants of said ditch are:

H. A. Deane	Aspen, Colorado
R. M. Burlingame	Aspen, Colorado
Joseph Zoline	Aspen, Colorado
Friedl Pfeifer	Aspen, Colorado
Arthur O. Pfister	Aspen, Colorado
John C. Voorhees	407 City National Bldg. Oklahoma City, Okla.
Charles F. Urschel, Jr.	Milam Building San Antonio, Texas
George Christensen	Aspen, Colorado
Frank Christensen	Aspen, Colorado

The source of supply of said ditch and of the appropriation awarded thereto, and the name of the stream from which said ditch takes water is Maroon Creek, a tributary of the Roaring Fork River.

The headgate and point of diversion of said ditch is located in Pitkin County, Colorado, at a point whence the North quarter-corner of Section 22, Township 10 South, Range 85 West, 6th P.M., bears N. 31°55' E. 13,862.05 feet.

The purpose for which the water diverted through said ditch is used is irrigation.

The priority date to which the appropriation hereby awarded said ditch is entitled is August 1, 1951.

Said appropriation was made by first enlargement. Said ditch is entitled to Ditch No. 296 with Priority No. 683 for 51.56 cubic foot of water per second of time.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, that there be allowed to flow into the said Herrick Ditch from Maroon Creek, for the use and benefit of the parties lawfully entitled thereto, under and by virtue of first enlargement, Priority No. 683 for 51.56 cubic foot of water per second of time.

IN THE DISTRICT COURT IN AND FOR THE

COUNTY OF GARFIELD AND STATE OF COLORADO

CIVIL ACTION NO. 4613

FILED
IN DISTRICT COURT
Garfield County, Colorado
APR 15 1958
CLERK

IN THE MATTER OF THE SUPPLEMENTAL ADJUDICATION OF THE PRIORITY OF APPROPRIATION OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 38 IN THE STATE OF COLORADO,

ROBERT L. BRIDGES, Executor of the Estate of Tucker McClure, Deceased, and M. Stanley Pings,

Petitioners.

FINDINGS OF FACT

These proceedings for the supplemental adjudication of water rights in Water District No. 38 in the State of Colorado, having been set for the purpose of hearing and taking evidence, either in support of or against any water rights for which a Statement of Claim has been filed herein, commencing on Monday, the 16th day of May, A. D. 1955 at the hour of 10:00 o'clock A. M. in the District Court Room in Glenwood Springs, Colorado, all pursuant to the order of Court made and entered into herein on the 19th day of March, A. D. 1955, and the Court having heard and taken evidence relating to certain water rights on said date, and thereafter, these proceedings having been continued from time to time by order of Court, as fully appears from the records and files herein, and it appearing that notice of these proceedings was duly issued and served, by mailing and publication in the manner required by law, upon all parties entitled thereto, and the Court having heard the testimony and received certain documentary evidence, all in support of the ditch claim statements on file herein, and the Court having considered the evidence introduced and arguments of counsel in connection therewith, and the Court now being fully advised in the premises finds as follows, to-wit:

1. That this is a supplemental general adjudication proceeding with reference to water rights in Water District No. 38 of the State of Colorado, and that general adjudication proceedings have been heretofore had in said Water District No. 38 from time to time, the last of which was concluded by decree duly entered on the 24th day of October A.D.1952.

2. That as shown by the records and files herein, service of Notice and process was duly made as provided by law, upon all persons entitled to service within said Water District No. 38, prior to the commencement of the taking of testimony herein; that various and divers claimants have appeared herein and have filed their Ditch Claim Statements in accordance with the various findings herein apppearing with reference to their respective ditches, reservoirs or other structures with reference to which a finding hereinafter appears.

That the amount of water awarded to the several ditches, reservoirs and other structures hereinafter mentioned, and to the several priorities connected with said ditches, reservoirs and other structures, has been beneficially applied and used in the irrigation of the lands under said ditches, reservoirs or other structures, or for such other purposes as are set forth herein, except as to conditional appropriations, and that the amount of water so awarded to each of the several ditches, reservoirs or other structures is necessary and essential to the proper irrigation of the land covered thereby, and to the profitable production of crops thereon, or for the particular beneficial purposes herein set forth, and that under the evidence submitted in this case, said amount of water has been appropriated, used and applied to a beneficial use in each and every case, except as to said conditional appropriations.

3. That by reason of the application of said quantities of water so awarded to the several ditches, reservoirs or other structures to a beneficial use therethrough or thereby, the appropriators, claimants and parties lawfully entitled thereto have acquired a vested property right to the use of such

water under the Constitution and laws of the State of Colorado, and of the Constitution of the United States of America.

4. That all of the ditches, reservoirs or other structures herein mentioned are, under the evidence submitted in this case, entitled to priority rights in an amount equal to the amount herein awarded, relating back to a date as early in every instance as the date fixed in these findings.

5. That nowithstanding that some of the water rights hereby determined may bear an identical date of priority, it is declared, and the Court finds, that such was done in conformity with the provisions of Sections 1 to 21, inclusive, of Chapter 190 of the 1943 Session Laws of Colorado, as amended, also cited as Chapter 147, Article 9, Sections 1 to 21, inclusive, of the Colorado Revised Statutes of 1953, (147-9-1 to 21, inclusive CRS 1953) and that the actual priority rating of said several ditches, reservoirs and other structures and water rights are calculated upon their dates of appropriation respectively as controlled by the laws of the State of Colorado, the order of priority for each particular use being in accordance with the priority numbers herein assigned to each thereof, the lower priority numbers taking precedence over the higher priority numbers; Provided, however, that in every instance where priority rights equal in time are awarded to ditches, reservoirs or other structures, no one of said rights shall be entitled to any preference over any other priority of the same date in the use and distribution of the water from the particular stream or source. When there is not sufficient water in the stream or source to supply all of said priorities of the same priority date, all ditches, reservoirs or other structures having an equal priority date shall be entitled to that proportion of the water available for all of said ditches, reservoirs or other structures which the amount awarded any given ditch, reservoir or other structure bears to the total amount of water awarded under said priority, regardless of priority number.

6. That each of the claimants of the water rights hereinafter set forth has prosecuted his, her their or its appropriation, or appropriations, with due diligence within the meaning of, and in accordance with the Constitution and laws of the State of Colorado.

7. That under the evidence submitted in this case all of the ditches, reservoirs, or other structures herein mentioned have a carrying capacity sufficient to convey, or store, the water adjudicated to said ditches, reservoirs or other structures by absolute decrees herein, and that as to all ditches, reservoirs or other structures to which conditional decrees are awarded, the evidence establishes that work on the structures has either been started and that it is the intention of the claimant to prosecute the same with reasonable diligence to completion, or that said ditches, reservoirs or other structures have sufficient carrying capacity to carry or hold all the water conditionally awarded.

8. That because of the peculiar nature of the soil irrigated by many of the ditches in Water District No. 38, with the presence of coarse gravel and glacial deposits under a comparatively thin top soil, the ease with which water escapes through the bottom and sides of the ditches, many of which are constructed along steep side hills or steep terrain, the readiness with which water escapes into and under the soil during the process of irrigation, and the fact that many of said appropriations are for water which is available for only a relatively short period in the spring of each year, no definite ratio for the use of water in general is established because the duty of water varies greatly in different localities and with different formations and ditches and other structures, and therefore the amount awarded in these findings is based on demonstrated and established facts, and actual proof of the necessities of the several claimants. That the ditches, reservoirs and other structures involved herein are entitled to a decree and a priority right for the quantity of water necessary to profitably produce crops, or for the other purposes as hereinafter set forth, without unnecessary waste and such is the amount hereby found necessary.

9. That where the letters hereinafter set forth are used in these findings or the decree hereafter to be made and entered herein, said letters and contractions are used and should be construed as abbreviations for the word or words appearing after said letters or contractions as follows, to-wit:

cfs	)	
c.f.	)	cubic feet per second of time
cu.ft. per sec.	)	
Ac.Ft.	)	
Acre Ft.	)	acre feet
A. Ft.	)	

10. That nothing herein contained shall be held, deemed or construed to change the date of appropriation or volume or quantity of water appropriated or time of appropriation or the manner of use, or to in any other way change or modify or adversely affect decrees of this Court heretofore entered. In case a prior decree has been heretofore rendered by this Court in any adjudication fixing irrigation or non-irrigation priorities from the same source, each priority adjudicated herein shall be junior and inferior to those heretofore adjudicated.

11. That the ditches, reservoirs or other structures heretofore awarded numbers by prior decrees in this Court, and which the Court now finds are entitled to additional decrees and priority rights under the evidence and testimony presented in this cause, are as follows, to-wit:

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
113-A	McPHERSON NO. 1 DITCH	CAPITOL CREEK
37	CAPITOL PARK DITCH	CAPITOL CREEK
252	TROY DITCH	FRYING PAN RIVER
424	EDITH DITCH	FRYING PAN RIVER
234	ALVIN SLOSS DITCH	FRYING PAN RIVER
333	DUROUX DITCH	HUNTER CREEK
336	STEIN-ARLIAN AND MAROLT DITCH	MAROON CREEK
8-B	CONSOLIDATED RESERVOIR	WEST COULTER CREEK
143BBBA	EAST SNOWMASS AND BRUSH CREEK DITCH	EAST SNOWMASS CREEK
154	LAKE ANN RESERVOIR	WEST SOPRIS CREEK
296	HERRICK DITCH	MAROON CREEK
107-A	LIGNITE DITCH NO. 107-A	FOUR MILE CREEK
94	MOUNT SOPRIS DITCH	WEST SOPRIS CREEK
83	KELSO DITCH	ROARING FORK RIVER
161-BB	ELK CREEK NO. 2 DITCH	ELK CREEK
158-C	SANDY DITCH	CAPITOL CREEK

12. That the ditches, reservoirs or other structures which have not heretofore been awarded a ditch or reservoir number by prior decrees in this Court and have not heretofore had their priority rights adjudicated, but are entitled to be awarded priority rights, are as hereinafter named and are entitled to ditch numbers as follows, to-wit:

3

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
451	ASPEN DITCH AND WATER RIGHT	ROARING FORK RIVER
452	PEARSON SPRING DITCH	PEARSON SPRING
453	SOUTH SIDE DITCH	WOODY CREEK
454	JOUFLAS DITCH	WEST DOWNEY CREEK AND EAST DOWNEY CREEK
455	DOOLEY DITCH	DICK CREEK
456	DOOLEY DITCH NO. 2	DOOLEY CREEK
457	JOHNSON SPRING & PIPELINE	JOHNSON SPRING
458	JAKEMAN DITCH	JAKEMAN CREEK
459	HARRIS NO. 2 DITCH AND EXTENSION THEREOF KNOWN AS FAVRE SPRING NO. 5 AND DITCH	BLUE CREEK(as to Harris No.2) andFAVRE SPRING NO. 5 as to Extension.
460	FAVRE DOMESTIC PIPELINE	SPRING NO. 1 AND SPRING NO.2. (Tributaries to Blue Creek)
461	FISH POND DITCH AND SPRINGS NOS. 1, 2, 3 AND 4.	BLUE CREEK AND SPRINGS NOS. 1, 2, 3,4 and 5.
462	MARY McLEAN DITCH	Two un-named GULCHES, TRIBUTARY TO CATTLE CREEK
463	DESERT DITCH	FRENCHMAN CREEK
464	TEKOUCICH DITCH	SPRINGS 1 AND 2 (Tributary to Castle Creek)
465	HARDWICK DITCH	FOUR MILE CREEK
466	ARLIAN DITCH NO. 2	BLUE CREEK
467	KING RANCH DITCH NO. 1	FRYING PAN
468	NORTH SPRING	NORTH SPRING
469	BEGLEY DITCH	OUTLET, DURANT MINING CLAIM TUNNEL
470	SUTEY DITCH	COAL CREEK
471	ARLIAN DITCH NO. 1	BLUE CREEK
472	FAVRE HIGHLINE DITCH	BLUE CREEK
473	BEULAH SPRING AND PIPELINE	SPRING
474	FLOGAUS DITCH AND PIPE LINE	WOODY CREEK
475	GEORGE DITCH	LITTLE ELK CREEK

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED	
476	MOLLIE GIBSON NO. 2 SHAFT DITCH	MOLLIE GIBSON NO. 2 SHAFT.	
477	DEANE POND NO. 1 AND DEANE POND NO. 2	SPRINGS	
478	FRANK SPAROVIC PIPELINE	SPRINGS	
479	BLUE CREEK LATERAL DITCH	BLUE CREEK	
480	SLOSS SPRINGS AND RESERVOIR	SPRINGS	
481	SIEVERS SPRING AND PIPELINE	SPRING	
482	BURRY SPRING PUMP AND PIPELINE.	SPRING	
483	HIGHLINE DITCH	BLUE CREEK	
484	ARLIAN SPRING AND PIPE LINE	SPRING.	
485	BURRY SPRING DITCH AND FISH POND	SPRING	
486	COCKBURN NO. 1 DITCH	CRYSTAL RIVER	
487	COCKBURN NO. 3 DITCH	UNNAMED TRIBUTARY TO CRYSTAL RIVER.	
488	COCKBURN NO. 2 DITCH	UNNAMED TRIBUTARY TO CRYSTAL RIVER.	
489	WEST THREE MILE DITCH, EXTENNO. 1 AND ENLARGEMENT NO. 1.	UNNAMED TRIBUTARIES TO THREE MILE CREEK.	
490	BRADLEY-BREINER LAKE NO. 1	SNOWMASS CREEK	
491	BRADLEY-BREINER FEEDER DITCH	SNOWMASS CREEK	
492	JOHNSON SLOUGH AND JOHNSON DITCH	AND JOHNSON FISH PONDS NOS. 1,2,3,4 and 5	ROARING FORK RIVER Alternate
493	JOHNSON BLUE CREEK DITCH		BLUE CREEK Use
494	ASPEN LAND AND WATER DEVELOPMENT COMPANY DITCH AND LAKES NO. 1 AND 2		MAROON CREEK
494-A	JAMES RESERVOIR		ROARING FORK RIVER
495	SAMUEL J. CAUDILL, JR. SPRING NO. 1 PIPELINE AND DITCH		SPRING
496	KING RANCH SPRING AND PIPE LINE		SPRING
497	KELLY PIPELINE		PINE CREEK
498	KELLY DITCH		PINE CREEK
499	MIKE SPRING AND DITCH		MIKE SPRING

NUMBER OF DITCH	NAME OF DITCH	STREAM FROM WHICH SUPPLY OF WATER IS DERIVED
500	CAUDILL PIPELINE NO. 2 DITCH	MAROON CREEK
501	CAUDILL LAKE DITCH NO. 1	MAROON CREEK
502	P & M SPRING AND PIPELINE	SPRING
503	CLINTON PUMP, PIPELINE AND DITCH	ROARING FORK RIVER
504	JONES FISH PONDS NOS. 1, 2 and 3	UNNAMED TRIBUTARY TO MAROON CREEK
505	JONES PIPE LINE NO. 1	SPRINGS
506	JONES PIPE LINE NO. 2	UNNAMED TRIBUTARY TO MAROON CREEK
507	POLLY NO. 1 SPRING, PUMP AND PIPELINE	SPRING
508	V-U PIPELINE	MAROON CREEK
509	KING RANCH DITCH NO. 2	UNNAMED TRIBUTARY TO FRYING PAN RIVER
510	WEST DIVIDE PROJECT	CRYSTAL RIVER, AVALANCHE, FOUR MILE, THREE MILE, HAYS, COAL, EAST, HAWK AND KLINE CREEKS, AND UNNAMED TRIBUTARIES
511	BASALT PROJECT	FRYING PAN RIVER; ALL NAMED AND UNNAMED TRIBUTARIES ABOVE DAM AND ALL RUNOFF AND DRAINAGE OF RIVER BASIN ABOVE SAID DAM
512	PERRY DITCH	UNNAMED TRIBUTARY TO SNOWMASS CREEK
513	VOORHEES DITCH AND VOORHEES FISH PONDS, NUMBERED 1 AND 2	SPRING

13. That the number to which each ditch or other structure is entitled or has heretofore been given, the appropriation dates to which the respective appropriations are entitled to relate under the evidence and by virtue of the laws of the State of Colorado, are as hereinafter shown; and the Court further finds that the priority number of the respective appropriations of water for ditches, reservoirs or other structures; the amount and volume of water to which said ditches, reservoirs or other structures are entitled in this proceeding, measured in cubic feet per second of time in case of ditches and other structures, or in acre feet in the case of reservoirs; the streams or other sources of supply from which the respective ditches, reservoirs or other structures derive their supply of water; and whether by original construction or enlargement and extension, and if by enlargement, the particular enlargement according to its number or name are as follows, to-wit:

DITCH NO.	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED Cfs.
451	ASPEN DITCH AND WATER RIGHT	Orig.	Roaring Fork River	Jan. 2,1886:	640	3.00 cfs 0.5 cfs (Conditional
452	PEARSON SPRING DITCH	Orig.	Pearson Spring	Sep. 1,1891:	641	2.0 cfs
453	SOUTH SIDE DITCH	Orig.	Woody Creek	June 15,1894:	642	2.0 cfs
454	JOUFLAS DITCH	Orig.	West Downey Creek and East Downey Creek	June 10,1899:	643	11.24 cfs
455	DOOLEY DITCH	Orig.	Dick Creek	Aug. 1,1899:	644	1.0 cfs
456	DOOLEY DITCH NO. 2	Orig.	DOOLEY CREEK	Jan. 1,1900:	645	1.0 cfs
457	JOHNSON SPRING & PIPELINE	Orig.	JOHNSON SPRING	Jul. 1,1909:	646	0.028 cfs
458	JAKEMAN DITCH	Orig.	JAKEMAN CREEK	Jun. 1,1910:	647	3.5 cfs
459	HARRIS NO. 2 DITCH and Extension thereof known as FAVRE SPRING NO. 5 and Ditch	Orig.	Blue Creek (as to Harris No.2) and Favre Spring No. 5 as to Extension.	Apr. 7,1912:	648	0.6 cfs
460	FAVRE DOMESTIC PIPELINE	Orig.	Spring No. 1 and Spring No. 2 (Tributaries to Blue Creek)	Apr. 15,1912: Aug. 11,1937:	649 666	0.5 cfs (Spr.No.2) 0.5 cfs (Spr.No.1)
461	FISH POND DITCH AND SPRINGS NOS. 1, 2, 3 and 4	Orig.	Blue Creek and Springs Nos. 1, 2, 3, 4 and 5	Apr. 15,1912:	650	1.5 cfs
462	MARY McLEAN DITCH	Orig.	Two un-named gulches, trib. to Cattle Creek	May 1,1912:	651	5.0 cfs
463	DESERT DITCH	Orig.	Frenchman Creek	July 1,1915:	652	9.0 cfs
113-A	McPHERSON NO. 1 DITCH	Enl.	Capitol Creek	June 1,1917:	653	3.84 cfs
37	CAPITOL PARK DITCH	2nd Enl.	Capitol Creek	June 1,1918:	654	6.0 cfs
464	TEKOUCICH DITCH	Orig.	SPRINGS 1 and 2, (tributary to Castle Creek.	June 1,1919:	655	2.0 cfs
465	HARDWICK DITCH	Orig.	Four-Mile Creek	May 1,1920:	656	3.0 cfs
466	ARLIAN DITCH NO. 2	Orig.	Blue Creek	June 15,1921:	657	1.0 cfs
467	KING RANCH DITCH NO. 1	Orig.	Frying Pan	Sept. 1,1922:	658	5.29 cfs
468	NORTH SPRING	Orig.	North Spring	June 1,1926:	659	0.5 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO.	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED
469	BEGLEY DITCH	Orig.	Outlet, Durant Mining Claim Tunnel	June 1, 1926	660	1.5 cfs
470	SUTEY DITCH	Orig	Coal Creek	July 15,1926	661	4.0 cfs
471	ARLIAN DITCH NO. 1	Orig.	Blue Creek	May 15,1930	662	1.5 cfs
472	FAVRE HIGHLINE DITCH	Orig.	Blue Creek	May 1,1931	663	1.0 cfs
473	BEULAH SPRING AND PIPELINE	Orig.	Spring	Aug 18,1931	664	0.014 cfs
474	FLOGAUS DITCH AND PIPE LINE	Orig.	Woody Creek.	July 1,1937 Apr. 30,1957	665 716	0.05 cfs 5.0 cfs (Cond.)
475	GEORGE DITCH	Orig.	Little Elk Creek	May 1,1939	667	7.8 cfs
476	MOLLIE GIBSON NO. 2 SHAFT DITCH	Orig.	Mollie Gibson No. 2 Shaft	June 1,1940	668	1.5 cfs
252	TROY DITCH, 2nd ENLARGEMENT	Enl.	Frying Pan River	June 1,1942	669	6.2 cfs
477	DEANE POND NO. 1, and DEANE POND NO. 2	Orig.	Springs	June 1,1943	670	10.0 cfs
478	FRANK SPAROVIC PIPELINE	Orig.	Springs	Febr.25,1946	671	0.18 cfs
479	BLUE CREEK LATERAL DITCH	Orig.	Blue Creek	May 1,1946	672	0.3 cfs 0.7 cfs (Cond.)
424	EDITH DITCH, FIRST ENLARGEM'T	Enl.	Frying Pan River	July 1,1946	673	3.23 cfs
234	ALVIN SLOSS DITCH, 1st Enl.	Enl.	Frying Pan River	July 1,1946	674	2.96 cfs
480	SLOSS SPRINGS AND RESERVOIR	Orig.	Springs	July 1,1946	675	1.52 cfs 16.5 Ac.Ft (Storage
333	DUROUX DITCH AND FIRST EN-LARGEMENT.	Enl.	Hunter Creek	June 20,1947	676	2.5 cfs
336	STEIN-ARLIAN AND MAROLT DITCH FIRST ENLARGEMENT.	Enl.	Maroon Creek	June 1,1948	677	4.0 cfs
8-B	CONSOLIDATED RESERVOIR, FIRST ENLARGEMENT	Enl.	West Coulter Creek	Sept. 1,1948	678	285.6 Ac. Ft.
481	SIEVERS SPRING AND PIPELINE	Orig.	Spring	Aug. 1,1949	679	0.045 cfs
143BBBA	EAST SNOWMASS AND BRUSH CREEK DITCH, FIRST ENLARGEMENT	Enl.	East Snowmass Creek	June 12,1950	680	43.45 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO:	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED
154	LAKE ANN RESERVOIR, SECOND ENLARGEMENT.	Enl.	West Sopris Creek	Sept. 7,1950	681	250.827 Ac. Ft.
482	BURRY SPRING PUMP AND PIPE-LINE.	Orig.	Spring	June 1,1951	682	0.125 cfs
296	HERRICK DITCH, FIRST EN-LARGEMENT	Enl.	Maroon Creek	Aug. 1,1951	683	51.56 cfs
483	HIGHLINE DITCH	Orig.	Blue Creek	Oct. 1,1951	684	1.78 cfs (Cond) 2.22 cfs
484	ARLIAN SPRING AND PIPE LINE	Orig.	Spring	Febr. 1,1952	685	0.06 cfs
485	BURRY SPRING DITCH AND FISH POND.	Orig.	Spring	June 1,1952	686	0.230 cfs
486	COCKBURN NO. 1 DITCH	Orig.	Crystal River	June 1,1952	687	3.00 cfs
487	COCKBURN NO. 3 DITCH	Orig.	Unnamed Tributary to Crystal River	June 1,1952	688	1.5 cfs
488	COCKBURN NO. 2 DITCH	Orig.	Unnamed Tributary to Crystal River	June 5,1952	689	1.5 cfs
107-A	LIGNITE DITCH NO. 107-A and THE THIRD ENLARGEMENT AND EXTENSION THEREOF.	Enl.	Four Mile Creek	Aug. 10,1952	690	3.8 cfs
94	MOUNT SOPRIS DITCH, THIRD ENLARGEMENT.	Enl.	West Sopris Creek	Sept. 26,1952	691	32.5 cfs
489	WEST THREE MILE DITCH, EXTEN-SION NO. 1 AND ENLARGEMENT NO.1	Orig. & Enl.	Unnamed Tributaries to Three Mile Creek.	July 24,1953 Sept. 20,1955	692 708	7.8 cfs (Cond) 6.6 cfs
490	BRADLEY-BREINER LAKE NO. 1	Orig.	Snowmass Creek	Aug. 27,1953	693	(Cond.) 3.1 Ac. Ft.
491	BRADLEY-BREINER FEEDER DITCH	Orig.	Snowmass Creek	Aug. 27,1953	694	(Cond.) 2.0 cfs
492	JOHNSON SLOUGH (AND JOHNSON DITCH (FISH PONDS NOS.	Orig.	Roaring Fork River	Oct. 15,1953	695	(Alt.use) 12.0 cfs
493	JOHNSON BLUE CREEK DITCH (1,2,3,4 and 5	Orig.	Blue Creek	Oct. 15,1953	695	(Alt.use) 12.0 cfs (Total Fish Ponds) 14.15 Ac.Ft.
494	ASPEN LAND AND WATER DEVEL-OPMENT COMPANY DITCH AND LAKES NO. 1 AND 2.	Orig.	Maroon Creek	May 1, 1954	696	2.0 cfs
83	KELSO DITCH, THIRD ENLARGEMENT:	Enlg.	Roaring Fork River	Jun. 1,1954	697	(Cond) 5.0 cfs.
494-A	JAMES RESERVOIR	Orig.	Roaring Fork River	Jun. 1,1954	697-A	(Cond) 8.28Ac. Ft.
495	SAMUEL J. CAUDILL,JR.SPRING NO. 1 PIPELINE AND DITCH	Orig.	Spring	Aug. 1,1954	698	0.0036 cfs

Exhibit A
Pre-Hearing Statement

DITCH NO.	NAME OF DITCH	ORIGINAL OR ENL.	SOURCE OF SUPPLY	APPROPRIATION DATE	PRIORITY NO.	WATER ALLOWED.
496	KING RANCH SPRING AND PIPE LINE.	Orig.	Spring	May 1, 1955	699	0.80 cfs
497	KELLY PIPELINE	Orig.	Pine Creek	June 1, 1955	700	0.42 cfs
498	KELLY DITCH	Orig.	Pine Creek	June 1, 1955	701	(Cond.) 1.0 cfs
499	MIKE SPRING AND DITCH	Orig.	Mike Spring	June 15, 1955	702	1.0 cfs
500	CAUDILL PIPELINE NO. 2 DITCH	Orig.	Maroon Creek	July 15, 1955	703	0.077 cfs
501	Caudill LAKE DITCH NO. 1	Orig.	Maroon Creek	July 15, 1955	704	1.0 cfs
161-BB	Elk CREEK NO. 2 DITCH, FIRST ENLARGEMENT	Enl.	Elk Creek	Aug. 1, 1955	705	3.46 cfs
502	P & M SPRING AND PIPELINE	Orig.	Spring	Aug. 10, 1955	706	0.13 cfs
503	CLINTON PUMP, PIPELINE AND DITCH	Orig.	Roaring Fork River	Sept. 1, 1955	707	1.0 cfs
504	JONES FISH PONDS NOS. 1, 2 and 3	Orig.	Unnamed Tributary to Maroon Cr	May 1, 1956	709	3.5 cfs
505	JONES PIPE LINE NO. 1	Orig.	Springs	May 22, 1956	710	1.29 cfs
506	JONES PIPE LINE NO. 2	Orig.	Unnamed Tributary to Maroon Creek	May 22, 1956	711	2.0 cfs.
507	Polly NO. 1 SPRING, PUMP AND PIPELINE	Orig.	Spring	Aug 4, 1956	712	0.138 cfs
508	V-U PIPELINE	Orig.	Maroon Creek	Nov. 6, 1956	713	3.40 cfs
509	KING RANCH DITCH NO. 2	Orig.	Unnamed Tributary to Frying Pan River	Mar. 29, 1957	714	(Cond.) 6.05 cfs
510	WEST DIVIDE PROJECT	Orig.	Crystal River, Avalanche, Four Mile, Three Mile, Hays, Coal, East, Hawk and Kline Creeks, and unnamed tributaries	Apr. 22, 1957	715	(Cond.) 190,737.7 A.F. (Cond.) 1830.0 cfs
158-C	SANDY DITCH, FIRST ENLARGEMENT	Enl.	Capitol Creek	May 1, 1957	717	2.2 cfs
511	BASALT PROJECT	Orig.	Frying Pan River; all named and unnamed tributaries above dam and all runoff and drainage of river basin above said dam.	July 29, 1957	718	(Cond.) 140,697.3 A.F. (Cond.) 610.0 cfs
512	PERRY DITCH	Orig.	Unnamed Tributary to Snowmas Cr.	Aug. 4, 1957	719	3.5 cfs
513	VOORHEES DITCH AND VOORHEES FISH PONDS, NUMBERED 1 AND 2	Orig.	Spring	Oct. 5, 1957	720	(Cond.) 2.42 cfs

Exhibit A
Pre-Hearing Statement

14. No findings are made by the Court as to any structure for which Statement of Claim was filed herein but which was not prosecuted by the Claimant or Claimants, nor proof submitted in support thereof.

THE COURT FURTHER FINDS with reference to each ditch, reservoir, or other structure entitled to a decree herein as follows:

FIRST ENLARGEMENT OF HERRICK DITCH

The Court finds from the evidence submitted herein that the names and post office addresses of the claimants of the water rights to this ditch are:

H. A. Deane	Aspen, Colorado
R. M. Burlingame	Aspen, Colorado
Joseph Zoline	Aspen, Colorado
Friedl Pfeifer	Aspen, Colorado
Arthur O. Pfister	Aspen, Colorado
John C. Voorhees	407 City National Bldg. Oklahoma City, Okla.
Charles F. Urschel, Jr.	Milam Building San Antonio, Texas
George Christensen	Aspen, Colorado
Frank Christensen	Aspen, Colorado

The Court further finds that the headgate of the said Herrick Ditch is located at a point on the westerly bank of Maroon Creek whence the North quarter-corner of Section 22, Township 10 South, Range 85 West, 6th P. M., bears N. 31°55' E. 13,862.05 feet; that the width of said ditch at high water line is nine (9) feet top, eight (8) feet bottom, the depth of said ditch at high water line is 1.75 feet, the grade of said ditch is five (5) feet per 1,000 feet, the length of said ditch is 9,900 feet, the carrying capacity of said ditch is 60.86 cubic feet of water per second of time. That work was commenced on the first enlargement of said ditch on August 1, 1951, and completed with due diligence.

The Court further finds that no Map and Statement of the First Enlargement of Herrick Ditch has been filed.

The Court further finds that said ditch is used for irrigation purposes and that the number of acres beneficially irrigated from said ditch is 777 acres and that the claimants own and have beneficially irrigated the number of acres of land appearing opposite

their respective names below:

H. A. Deane	299 acres
R. M. Burlingame	70 acres
Joseph Zoline	100 acres
Friedl Pfeifer	120 acres
Arthur O. Pfister	110 acres
John C. Voorhees and Charles F. Urschel, Jr.	55 acres
George Christensen and Frank Christensen	23 acres 177

The Court further finds that the claimants have appropriated and applied to beneficial use the water is said ditch under said First Enlargement as is set out opposite their names below with reasonable diligence from and since August 1, 1951:

	Cu.Ft. per Second of Time
H. A. Deane	19.79
R. M. Burlingame	4.64
Joseph Zoline	6.65
Friedl Pfeifer	7.98
Arthur O. Pfister	7.34
John C. Voorhees and Charles F. Urschel, Jr.	3.67
George Christensen and Frank Christensen	1.49 51.56

The Court further finds from the testimony that the priority date to which the First Enlargement of said Herrick Ditch is entitled to relate is the 1st day of August, 1951, and that there has been adjudicated to said Herrick Ditch by original construction 9.3 cubic feet of water per second of time, under Priority No. 440½, Ditch No. 296, out of and from Maroon Creek, a tributary of the Roaring Fork River, for irrigation purposes; and that there should be adjudicated to said Herrick Ditch under this First Enlargement 51.56 cubic feet of water per second of time for irrigation purposes out of and from Maroon Creek, a tributary of the Roaring Fork River.

Exhibit A
Pre-Hearing Statement

CA 132

In the matter of the petition of)
Richard Swan for a re-hearing on)
the adjudication of the "Prince Ditch") Decretal Order.
No.6 in Water District No.38.)

Now on this 17th day of April A.D.1890,comes the petitioner in person and by Edward T.Taylor Esq his attorney,and it appearing to the Court that due notice of this proceeding has been personally served upon J.F.Peck,J.N.Pennett,J.L.Thomas,Thomas Latta,William Shaman and A.F.Heely,and that said persons are the only parties interested adversely or to be effected by this proceeding,and said parties appearing in person,and the said Peck appearing by M.J.Bartley Esq his attorney,and thereupon the petition of the petitioner coming on for hearing,and the Court having heard all the evidence and testimony offered or tendered herein,and being now fully advised in the premises,doth find:-

That priority No.6 was heretofore awarded by the decree of this Court in Water District No.38 to the Prince ditch by reason of original construction of date of April 1st 1881,and that priority No.87 was also awarded by said decree to said Prince ditch by reason of the first enlargement thereof of date of May 1st 1894; that in awarding of said priority No.87,the testimony of witnesses taken before the referee has been found to be incorrect and given under mistake of dates, that the testimony now and here given and received before the Court, clearly shows that the said purported first enlargement,whereby said priority No.87,was awarded,had not in fact,been made; but that the original construction of said Prince ditch was and is entitled to the said priorities Nos.6 and 87,and that said priority No.6 should,in fact and in law,have been awarded the total amount of water adjudicat-

ed to said priorities Nos.6 and 87,to-wit:- 2.6 cubic feet of water per second of time; and that said Prince ditch numbered 6 in the adjudication of priorities of Water District No.38,should have been awarded 2.6 cubic feet of water per second of time,and that said priority should be numbered 6.

WHEREFORE,It is ordered,adjudged and decreed,that the decree heretofore entered in this Court "In the matter of the adjudication of the priority of rights to the use of water for irrigation in Water District No.38."made and entered of record on the 13th day of May A.D. 1889,be and the same hereby is amended as to the Prince ditch numbered 6 in said decree,so that the same shall read as follows,to-wit:-

That said Prince ditch is entitled to priority No.6. Said ditch is claimed by Richard Swan. It is a ditch used for the irrigation of lands,and takes its supply of water from Antler or Prince Creek in Garfield County. The headgate thereof is located on the south bank of said Creek,about 3-4 of a mile above the mouth thereof.

And it is hereby adjudged and decreed that there be allowed to flow into said ditch from said creek,for the use aforesaid and for the benefit of the party lawfully entitled thereto,under and by virtue of the appropriation by original construction,- priority No.6,- 2.6 cubic feet of water per second of time.

It is further ordered that the petitioner pay the costs of this proceeding.

Thomas A.Rucker, Judge.

Exhibit A
Pre-Hearing Statement

5/17/99
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State of Colorado)
)ss. In the District Court.
County of Pitkin.)

Pauline M. Peck, Plaintiff.
vs.
Elizabeth Connaughton, Joseph Connaughton, Mary Connaughton, William Connaughton, Donald McLean, Charles Rausch and The Aetna Real Estate and Investment Company, Defendants.

Findings and Decree.

Now on this 17th. day of May A. D. 1899, this cause coming on regularly to be heard, the plaintiff appeared by Robert C. Withers, Esq., her attorney; and the defendants, Elizabeth Connaughton, Joseph Connaughton, Mary Connaughton, William Connaughton appeared by said Elizabeth Connaughton, and by John T. Shumate, Esq., her attorney; and the defendants Donald McLean, Charles Rausch, The Aetna Real Estate and Investment Company, Charles S. Lloyd, Jacob Sauter, George Swivell and Retta L. Parker, as Guardian of Herbert O. Goodwin, James Goodwin and Jane C. Goodwin, heirs at law of Byron J. Goodwin, deceased were called three times, each, in open court and came not and their default was thereupon duly entered, they and each of them appearing to have been duly served with process.

And thereupon it was agreed by counsel in open court that George W. Nyce, on the part of plaintiff, and Paul Daley, on the part of the defendants, the Connaughtons, should view said Red Mountain Ditch, and determine at how many places and where the said defendants should be permitted to take water out of said ditch, and thereupon the trial of said cause was postponed until the 10th. day of May A. D. 1900.

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Now on this 19th. day of May A. D. 1899, this cause coming on again to be heard, the parties appearing as before, the said referees Hyde and Caley, report that the defendants, the Connaughtons, should be permitted to take water at twelve different points on said Red Mountain Ditch, said points to be designated by the Water Commissioner of Water District No. 38; and the Court having examined the issues, and having heard the statements and admissions of counsel for the respective parties doth find:

That the defendants, the Connaughtons, are the owners of Priority No.90, for two cubic feet per second of time, of the waters of Hunter Creek flowing in said ditch, heretofore decreed to Michael T. Connaughton by a decree of the District Court of Garfield County, Colorado, entered May 11th. A. D. 1889, and that said decree is of full virtue and effect so far as the defendants, the Connaughtons are concerned.

That the other defendants hereto, other than and except the said Connaughtons, have, by abandonment and non-use, forfeited all their right to priority No.205 for 13 cubic feet of water per second of said Hunter Creek, flowing in said ditch.

That the plaintiff claims to be the owner, by enlargement of three and eighty four-hundredths feet of the waters of said Hunter Creek, flowing in said ditch as priority No.205 and abandoned as aforesaid by said defendants.

That on or about February 23rd. 1897, the defendant, Elizabeth Connaughton agreed that plaintiff might have a right of way through the Connaughton Ranch in consideration of plaintiff's enlarging said ditch and flume to double its then present size and putting in new fluming wherever then necessary.

It is therefore ordered, considered and adjudged that the defendants are entitled to the use of two feet of the water of said Hunter Creek, as heretofore decreed to Michael T. Connaughton, as priority No.90, which decree is still of full virtue, force and effect; that the

plaintiff is entitled to the use of 3.8 cubic feet of said Hunter Creek water, which was heretofore decreed on priority No.205, subject to the rights to the use of two feet by said Connaughtons as aforesaid; and that the defendants, the Connaughtons, shall have the right to take water from said Red Mountain Ditch at not to exceed twelve different places, said places to be designated by the Water Commissioner of Water District No.38, provided however that at each place where said defendants shall take water from said ditch they shall place in and maintain, at their own expense, proper measuring boxes, whereby all water taken by them may be accurately measured, and provided that the total or aggregate amount of water taken by said defendants shall not at any time exceed two cubic feet per second of time.

It is further ordered, considered and decreed that the Water Commissioner of Water District No.38 be and is hereby empowered to superintend and direct the placing of all proper rating flumes and measuring boxes, and from this time on he may as part of his official duty superintend the maintenance of all measuring and rating boxes, so that he and the parties hereto may at all times readily ascertain the amount of water which each party is obtaining from said ditch during each irrigating season, and their respective rights may be protected.

It is further ordered and decreed that each and every person who is a party to this suit, be and hereby is enjoined and forever restrained from cutting, interfering with or damaging the banks of said ditch, or damming the water therein, or knowingly and consentingly permitting the same to be done by others, except under and by authority of said Water Commissioner, or in case of necessity in order to protect and preserve said ditch or its banks or to temporarily prevent damage from overflowing water.

The costs of this case to be paid by plaintiff except the costs of Paul Daley which is to be paid by defendant.

(Signed) Thomas A. Rucker, Judge.

Affidavit of Clerk attached.

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Exhibit A
Pre-Hearing Statement

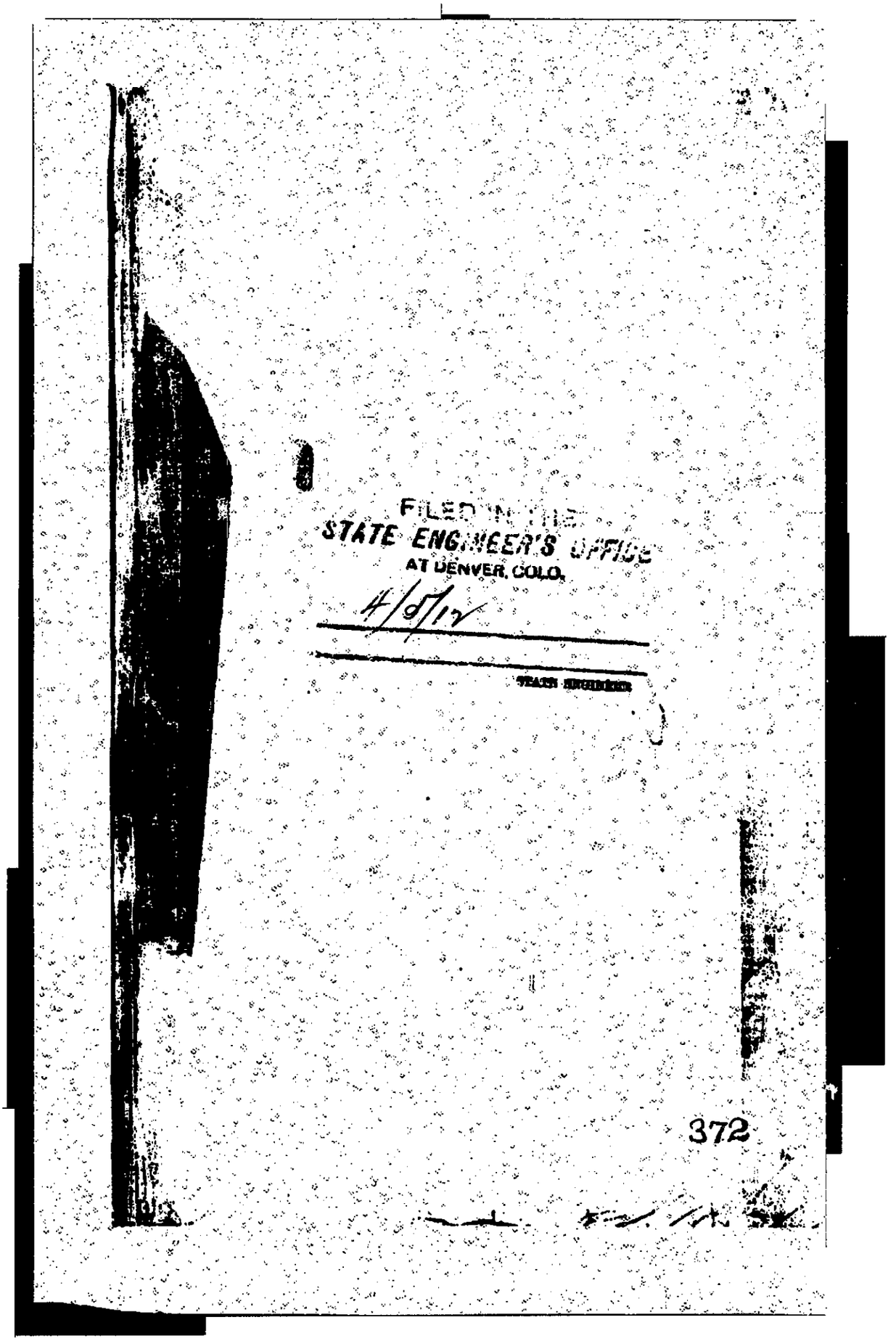

Exhibit A
Pre-Hearing Statement

WATER DISTRICT NO. 38

DECREES ADJUDICATING PRIORITIES

Entered by the
District Court
Garfield County, State of Colorado
Prior to January First
A. D. 1912

Printed by order of the Court
HON. JOHN T. SHUMATE, JUDGE

Prepared by
CHAS. H. KING
Clerk

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STATE OF COLORADO, }
COUNTY OF GARFIELD. } ss.

In the District Court.

In the matter of the resolutions as passed by the Board of County Commissioners on the 8th day of May, A. D. 1909, respecting the revision and extention of water decree books for Water Districts Nos. 38, 39, 45 and 70. } RESOLUTIONS.

WHEREAS, On May 5th, 1888, the District Court of Garfield County, entered a general decree concerning all ditches in Water District No. 45, which were then adjudicated; and on May 11th, 1889, entered a general decree concerning all ditches of Water Districts Nos. 38 and 39, then adjudicated, the decrees to the several ditches for each water district were by said Court ordered to be published in book form, and

WHEREAS, It appears that the decree books published in pursuance of said order have been of great assistance to the Water Commissioners and water users of the respective water districts, and

WHEREAS, It appears that about twenty years have passed since the publication of the above mentioned books, during which time the District Court has caused to be entered a very large number of decrees to ditches, enlargements, rights and reservoirs in the above named water districts, as well as in Water District No. 70 created in 1905, and

WHEREAS, It appears that these later decrees are not included in the published books, and the Water Commissioners and water users are often without a guide in determining the water rights in the respective districts, and

WHEREAS, It appears that there is a very great need for the publication of new Decree Books for Water Districts Nos. 38, 39, 45 and 70, and that the same will also largely tend to prevent litigation and greatly aid the Water Commissioners and water users in determining and ma'ntaining their water rights, and

WHEREAS, A petition of water users for the publication of Decree Books including the decrees to date, has been presented and ordered filed,

THEREFORE BE IT RESOLVED, That the District Court of Garfield County and the Honorable John T. Shumate, Judge thereof, be hereby requested to cause an order to be entered for the publication of a Decree Book for each of Water Districts Nos. 38, 39, 45 and 70, which shall include all decrees of the respective water districts to January First, 1911, and that a copy of this resolution be filed with the Clerk of the District Court.

C. K. DIFFENDARFER,
JAMES BRENNAN,
H. O. SWITZER.
Board of County Commissioners.

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STATE OF COLORADO,
COUNTY OF GARFIELD. } ss.

In the District Court.

In the matter of the revision and extension of the printed decree books adjudicating water priorities in Water Districts Nos. 38, 39, 45 and 70.

On reading the resolutions of the Board of County Commissioners of Garfield County, Colorado, made May 3th, 1909, and the request therein contained for an order of the District Court of said County, requiring the publication, in book form, of the decrees of the Court to ditches, reservoirs and priorities in Water Districts Nos. 38, 39, 45 and 70, in the State of Colorado, to date, and it appearing that there is a necessity for such a publication of the decrees, in book form, for the several water districts above named:

WHEREFORE, Upon consideration of the said resolution, and in accordance with the request therein contained,

It is Ordered that the Clerk of the District Court in and for Garfield County, prepare and cause to be published, in book form, all of the water right decrees of the Court to date for Water Districts Nos. 38, 39, 45 and 70, and that the Clerk of said Court be paid such compensation for his services in that behalf as the Board of County Commissioners of Garfield County and said Clerk shall agree upon.

JOHN T. SHUMATE, Judge.

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[redacted]

DISTRICT COURT RECORD. FIRST DAY, APRIL TERM A. D. 1909, APRIL 5TH, A. D. 1909

STATE OF COLORADO, } ss.
COUNTY OF GARFIELD. }

Pleas in the District Court of the Ninth Judicial District of the State of Colorado, sitting within and for the County of Garfield, before the Honorable John T. Shumate, Judge of said Judicial District, at a term thereof begun and holden at the Court House in Glenwood Springs in said County, on the First Monday,—it being the 5th day of April, A. D. 1909.

Present:

HOHORABLE JOHN T. SHUMATE.
Judge of said Court

JAMES C. JENTRY, ESQ.,
District Attorney of
said Judicial District

SYLVESTER WILMOTH,
Sheriff of said County

CHAS. H. KING,
Clerk of said Court.

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Exhibit A
Pre-Hearing Statement

NO. 132

STATE OF COLORADO, }
COUNTY OF GARFIELD, } ss.

In the District Court of the Ninth Judicial District of the State of Colorado, sitting in and for the County of Garfield.

In the matter of the Adjudication of the Priority of Rights to the use of water for irrigation in Water District No. 38. } Decretal Order.

Now on this 11th day of May, A. D. 1889, this matter coming on for final hearing and adjudication, upon the report of Edward T. Taylor, Esq., Referee appointed herein, and to whom this matter was by order of this Court herein, entered on the 6th day of April, A. D. 1888, referred for the purposes in said order mentioned, as well upon the several findings upon the evidence produced in this matter as upon the said evidence taken by and before the said Referee in this matter; and the Court being satisfied from the several returns of notices, certificates of publication, affidavits and certificates of said Referee, that the said testimony returned, and upon which the findings herein returned have severally been made, was taken upon due and lawful notice in all respects according to the provisions of the statute in such case made and provided, and the rules and several orders of this Court in that behalf in this matter made and entered; and further, that the notice of the time set for filing exceptions in this matter to said report and findings, and of the time set for the final hearing thereof and of this cause, have been duly served on all parties entitled to notice under the order of this Court in that behalf entered, on the 1st day of April, A. D. 1889; in manner and form as by said order required; and further, that all interested in this matter and entitled to notice in any stage of the proceedings therein, have at all times been duly notified according to law and the orders of this Court; and the report of the said Referee, Edward T. Taylor, together with the returns of service of notices, affidavits, lists, indices and findings being found in due form, and the Court having now here in open Court heard all parties and their attorneys so far as they desired to be heard respectively touching the several matters herein; it is by the Court in consideration of all the premises hereby ordered and adjudged that the several findings of the said

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Referee as reported to and filed in this Court (as found in the return thereof in a certain book numbered "Book 4," and marked "Findings of Referee," and numbered first to twenty-seventh, and 1 to 140 inclusive, on pages 1 to 98 of said book), be in all things approved and confirmed, and that they be taken, deemed and held in all respects as the findings of this Court in this matter; and further, it is upon like consideration by the Court here, ordered, adjudged and decreed in respect to all and singular the findings and draft of a decree prepared by said Referee in respect to each ditch, canal and reservoir in said findings and draft of decree as found in the return thereof in the certain book numbered "Book 5," and marked "Draft of Decree, prepared by Referee," numbered first to twenty-ninth, and 1 to 140 inclusive, on pages 1 to 189 of said book, including the reservoir findings, and as the same are hereinafter mentioned and designated in separate paragraphs hereof—as hereinafter in said several paragraphs set forth—subject, however, to the following next-mentioned provisions, to-wit:

First—No part of this decree shall in any case be taken, deemed or held to confirm, impair or in any manner affect any claim or right of property held or claimed by any person, association or corporation in or to any ditch, canal or reservoir, i. e. the construction itself, or any part thereof, or the land or any part thereof, on which any such of the same may be situated, or the land held or claimed as right of way of any of them; or any right, interest or claim of property whatever in or relating to any of them.

Second—No part of this decree shall be taken, deemed or held as affecting in any manner any question or claim of right between the owners or claimants of any such ditch, canal or reservoir, as between each other; whether as part owners or shareholders therein, or as stockholders in any corporation or joint stock company claiming or to claim the same or any part thereof; nor shall it affect the rights, interests or claims of any consumers of water for irrigation or domestic purposes, whether as part owner, lessee, shareholder or stockholder in any corporation holding or controlling the same, or as purchaser of water therefrom; as against the rights, interests or claims of any other party or parties interested, or claiming interest or right in or to such ditch, canal or reservoir as owner, lessee or part owner thereof, or as shareholder or stockholder in any corporation claiming the same as a purchaser of water therefrom—neither shall it affect any claim or priority made or resulted as between parties using water for said purposes from the same appropriation in any ditch, canal or reservoir, as to such water, excepting as hereinafter designated.

Third—No part of this decree shall in any manner affect any questions between two or more parties claiming or owning priorities as herein adjudged, on the same stream, in any case where the water in such stream sinks and rises to the surface again between the locations of the headgates of their respective ditches or canals, or in any dispute as to the identity of the water appropriated by either party out of such sinking and rising stream.

Fourth—This decree shall not affect any question of priority between claimants or owners of ditches or canals used in whole or in part for milling or manufacturing or water power for other purposes as to any water carried in such ditches or canals for said purposes.

Fifth—This decree shall not affect any claim, interest or right of any corporation as to the right of property in any ditch, canal

or reservoir, or the ground on which the same may be situated, or any question which may arise between the stockholders thereof or between them and the State, people or any party upon the dissolution of such corporation by expiration of its charter or otherwise as to any appropriation of water or rights secured by condemnation proceeding by such corporation during its legal existence.

Sixth—No part of this decree shall affect in any way any right, claim or interest now or hereafter held or claimed to any appropriation of water made after the closing of testimony touching the construction or enlargements of the ditch, canal or reservoir by means of which such appropriation may have been made.

Seventh—No part of this decree shall be taken or held as adjudging to any claimants, or present or future representatives of any claim to any ditch, canal or reservoir, or party holding, using or controlling the same any right to take and carry by means of any canal, ditch or reservoir herein mentioned or by virtue of any appropriation herein adjudged any water from any natural stream except to be applied to the use for which such appropriation has been made nor to allow any excessive use or waste of water whatever nor to allow any diversion of water except for lawful and beneficial uses.

Eighth—That throughout said Water District No. 38 one cubic foot of water per second of time is hereby adjudged and decreed to be sufficient in amount to properly and practicably irrigate fifty acres of land, and nothing in this decree shall be taken or held to grant to any tract or parcel of land water to any greater amount than in said ratio and proportion whether said land be covered by one or more ditches.

Ninth—That the priorities hereby established are granted and made absolute, but the user of the respective amounts of water hereby granted and decreed is restricted to the practicable utilization thereof by the parties lawfully entitled thereto, and water is only allowed to flow into said ditches in said ratio and proportion as the land under said ditches, respectively, shall be brought under practicable cultivation, i. e., tilled, meadow or good pasture land. And, provided, that the said lands under said ditches respectively shall be brought under such cultivation, and the said proportionate amount of water used thereon, by the parties lawfully entitled thereto, with reasonable diligence.

Tenth—This decree shall be taken, decreed and held as intended to determine and establish the several priorities of right by appropriation of water from the streams of said Water District No. 38, for irrigation, of the several ditches, canals and reservoirs in said district, concerning which testimony has been offered in this matter, each according to the construction, enlargement or extension thereof, with the amount of water held to have been appropriated thereby.

Subject to the several last mentioned ten provisions, it is further, as to the said ditches, canals and reservoirs, and the several appropriations of water by means of them, respectively claimed in this matter, ordered, adjudged and decreed as in and by the findings of said Referee, as follows, to-wit:

Eleventh—That said ditches be and the same are hereby numbered according to the date of their several and respective constructions, and said dates are hereby determined and decreed to be as follows:

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No. 53.	The Burke Ditch	April 15, 1883
No. 54.	The Frying Pan Ditch	April 20, 1883
No. 55.	The Bennett Ditch	May 1, 1883
No. 56.	The Smith and Rex Ditch	May 2, 1883
No. 57.	The Walthan Ditch	May 10, 1883
No. 58.	The Wenger No. 2 Ditch	June 1, 1883
No. 59.	The Manning Ditch	June 28, 1883
No. 60.	The Sloss Ditch	June 30, 1883
No. 61.	The Strang No. 1 Ditch	July 2, 1883
No. 62.	The Edgerton Ditch	July 23, 1883
No. 63.	The Tillison Ditch	August 1, 1883
No. 64.	The Gainer Sr. Ditch	October 5, 1883
No. 65.	The Harris and Reed Ditch	November 2, 1883
No. 66.	The Bowle and Holland Ditch	April 9, 1884
No. 67.	The Thomas No. 2 Ditch	April 10, 1884
No. 68.	The Middle Ditch	April 17, 1884
No. 69.	The Prewit Ditch	April 25, 1884
No. 70.	The H. C. & L. Ditch	May 1, 1884
No. 71.	The Gray Ditch	May 10, 1884
No. 72.	The Red Mountain Ditch	May 15, 1884
No. 73.	The Quaking Aspe Ditch	May 20, 1884
No. 74.	*The Heuschkel and Chapman Ditch	June 20, 1884
No. 75.	The Gainer Jr. Ditch	July 4, 1884
No. 76.	The Needham Ditch	July 11, 1884
No. 77.	The Kelsy Ditch	August 10, 1884
No. 78.	The Castle Creek Ditch	August 15, 1884
No. 79.	The Miller Ditch	September 1, 1884
No. 80.	The Southard and Cavanaugh Ditch	March 23, 1886
No. 81.	The Sopris Highline Ditch	March 26, 1886
No. 82.	The Mason Ditch	April 1, 1886
No. 83.	The Kelso Ditch	April 15, 1885
No. 84.	The Kelly Ditch	April 20, 1885
No. 85.	The Weaver and Leonhardy Ditch	April 30, 1885
No. 86.	The Rowden Ditch	May 1, 1885
No. 87.	The Williams Ditch	May 8, 1885
No. 88.	The Tierney Ditch	May 8, 1885
No. 89.	The Highland Ditch	June 15, 1885
No. 90.	The Martins Ditch	June 16, 1885
No. 91.	The Somers Ditch	June 20, 1885
No. 92.	The C. & M. Ditch	June 26, 1885
No. 93.	The Willow Creek Ditch	July 1, 1885
No. 94.	The Mount Sopris Ditch	July 15, 1885
No. 95.	†The Glenwood Ditch	July 25, 1885
No. 96.	The Monarch Ditch	July 31, 1885
No. 97.	The McNulty No. 1 Ditch	September 15, 1885
No. 98.	The Kaiser and Sievers Ditch	November 2, 1885
No. 98½	The Swearingen Ditch	March 5, 1886
No. 99.	The Coal Creek Ditch	April 15, 1886
No. 100.	The Fonder Ditch	April 15, 1886
No. 101.	The Crayens Ditch	April 15, 1886
No. 102.	‡The Grace and Shehi Ditch	April 23, 1886
No. 103.	The Little Elk Ditch	April 25, 1886
No. 104.	The Orchard Ditch	May 1, 1886
No. 105.	The Highline Ditch	May 3, 1886
No. 106.	The Kelly W. W. Ditch	May 15, 1886

*(See decree at page 100 hereof) ‡(See decree at page 150 hereof)
†(See decree at page 101 hereof)

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No. 107. The Foley Ditch.....May 16, 1886
No. 108. *The Mesa Ditch.....May 30, 1886
No. 109. The Sweedes Ditch.....June 1, 1886
No. 110. The Chatfield Ditch.....June 1, 1886
No. 111. The Jacobs No. 2 Ditch.....June 1, 1886
No. 112. The Clavel Ditch.....June 15, 1886
No. 113. The Willow and Owle Ditch.....July 20, 1886
No. 114. The Bane Ditch.....July 23, 1886
No. 115. The McNulty No. 2 Ditch.....September 20, 1886
No. 116. The Bane and Thomas Ditch.....October 10, 1886
No. 117. The Carbondale Ditch.....April 1, 1887
No. 118. The Robinson and Harris Ditch.....April 20, 1887
No. 119. The Snow Mass Ditch.....May 15, 1887
No. 120. The Good Friend Ditch.....May 25, 1887
No. 121. †The Home Supply Ditch.....May 27, 1887
No. 122. The Highland No. 2 Ditch.....June 8, 1887
No. 123. The Kelly and Askins Ditch.....June 27, 1887
No. 124. The Shippe Ditch.....February 1, 1888
No. 125. The Dearing Ditch.....March 12, 1888
No. 126. The Eagle Ditch.....March 17, 1888
No. 127. The Blue Creek Ditch.....April 14, 1888
No. 128. The Thompson and Edgerton Ditch.....May 16, 1888
No. 129. The Paradise Ditch.....June 14, 1888
No. 130. The Bryant Ditch.....June 16, 1888
No. 131. The West High Line Ditch.....June 18, 1888
No. 132. The Dutchman Ditch.....June 20, 1888
No. 133. The East High Line Ditch.....June 20, 1888
No. 134. The Ralston Ditch.....June 21, 1888
No. 135. The C. & L. Highline Ditch.....June 23, 1888
No. 136. The Lewis and Lavine Ditch.....June 28, 1888
No. 137. The Gregory Ditch.....July 17, 1888
No. 138. The Perham Ditch.....July 30, 1888
No. 139. The D'Avignon Ditch.....September 24, 1888
No. 140. The Lower Thompson Ditch.....November 12, 1888

Twelfth—And the several appropriations of water for said ditches and their respective enlargements are hereby numbered and declared, with the dates of said appropriations, to be as follows:

No. 1. ‡The Waco Ditch, original construction, June 18, 1880
No. 2. The Evergreen Ditch, original construction, July 2, 1880
No. 3. The Little Brush Ditch, original construction, July 2, 1880
No. 4. The Aspen Ditch, original construction, July 12, 1880
No. 5. The Jacobs Ditch, original construction, September 20, 1880
No. 6. §The Prince Ditch, original construction, April 1, 1881
No. 7. The Pioneer Ditch, original construction, May 1, 1881
No. 8. The Harris Ditch, original construction, May 5, 1881
No. 9. The Boram and White Ditch, original construction, May 5, 1881
No. 10. The McPherson Ditch, original construction, May 15, 1881
No. 11. The Little Woody Ditch, original construction, May 17, 1881
No. 12. The Wenger Ditch, original construction, May 22, 1881
No. 13. The Stapleton Ditch, original construction, June 12, 1881

*(See decree at page 159 hereof) §(See decree at page 105 hereof)
†(See decree at page 136 hereof)
‡(See decrees at pages 103 and 108 hereof)

No. 129. The Willow Creek Ditch, original construction, July 1, 1885

No. 130. The Mount Sopris Ditch, original construction, July 15, 1885

No. 131. The H. C. and L. Ditch, first enlargement, July 20, 1885

No. 132. *The Glenwood Ditch, original construction, July 25, 1885

No. 133. The Monarch Ditch, original construction, July 31, 1885

No. 134. The Monarch Ditch, first enlargement, September 10, 1885

No. 135. The McNulty No. 1 Ditch, original construction, September 15, 1885

No. 136. The Kaiser and Seivers Ditch, original construction, November 2, 1885

No. 136½ The Swearingen Ditch, original construction, March 5, 1886

No. 137. The Basin Ditch, Ryan Enlargement, March 25, 1886

No. 138. The Coal Creek Ditch, original construction, April 15, 1886

No. 139. The Fonder Ditch, original construction, April 15, 1886

No. 140. The Robinson Ditch, first enlargement, April 15, 1886

No. 141. The Cravens Ditch, original construction, April 15, 1886

No. 142. †The Grace and Shehi Ditch, original construction, April 23, 1886

No. 143. The Little Elk Ditch, original construction, April 25, 1886

No. 144. The Orchard Ditch, original construction, May 1, 1886

No. 145. The Waco Ditch, second enlargement, May 1, 1886

No. 146. The Highline Ditch, original construction, May 3, 1886

No. 147. The Atkinson Ditch, second enlargement, May 5, 1886

No. 148. The Kelly W. W. Ditch, original construction, May 15, 1886

No. 149. The Foley Ditch, original construction, May 16, 1886

No. 150. The Martin Ditch, first enlargement, May 25, 1886

No. 151. The Mesa Ditch, original construction, May 30, 1886

No. 152. The Sweedes Ditch, original construction, June 1, 1886

No. 153. The Chatfield Ditch, original construction, June 1, 1886

No. 154. The Jacobs Ditch No. 2, original construction, June 1, 1886

No. 155. The Carrol Ditch, second enlargement, June 2, 1886

No. 156. The Hatch Ditch, first enlargement, June 5, 1886

No. 157. The Smith and Rex Ditch, second enlargement, June 5, 1886

No. 158. The Evergreen Ditch, first enlargement, June 5, 1886

No. 159. The Clavel Ditch, original construction, June 15, 1886

No. 160. The Willow and Owle Ditch, original construction, July 20, 1886

No. 161. The Bane Ditch, original construction, July 23, 1886

No. 162. The Sloss Ditch, first enlargement, August 15, 1886

No. 163. The Needham Ditch, first enlargement, September 3, 1886

No. 164. The McNulty No. 2 Ditch, original construction, September 20, 1886

No. 165. The Bane and Thomas Ditch, original construction, October 10, 1886

*(See decree at page 101 hereof)

†(See decree at page 150 hereof)

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No. 166. The Kaiser and Sievers Ditch, first enlargement, October 12, 1886
No. 167. The Robinson Ditch, second enlargement, November 15, 1886
No. 168. The Cramer Ditch, second enlargement, March 30, 1887
No. 169. The Carbondale Ditch, original construction, April 1, 1887
No. 170. The Southard and Cavanaugh Ditch, first enlargement, April 4, 1887
No. 171. The Mason Ditch, first enlargement, April 10, 1887
No. 172. The Cummings Springs Ditch, first enlargement, April 15, 1887
No. 173. The Robinson and Harris Ditch, original construction, April 20, 1887
No. 174. The Willow Creek Ditch, first enlargement, May 1, 1887
No. 175. The Somers Ditch, first enlargement, May 2, 1887
No. 176. The Snow Mass Ditch, original construction, May 15, 1887
No. 177. The Burke and Giddings Ditch, first enlargement, May 17, 1887
No. 178. The Good Friend Ditch, original construction, May 25, 1887
No. 179. The Home Supply Ditch, original construction, May 27, 1887
No. 180. The Highland No. 2 Ditch, original construction, June 8, 1887
No. 181. The Kelly and Askins Ditch, original construction, June 27, 1887
No. 182. *The Collins Creek Ditch, first enlargement, September 1, 1887
No. 183. The Mount Sopris Ditch, first enlargement, October 1, 1887
No. 184. The Shippee Ditch, original construction, February 1, 1888
No. 185. The Dearing Ditch, original construction, March 12, 1888
No. 186. The Eagle Ditch, original construction, March 17, 1888
No. 187. The Lemond Ditch, first enlargement, April 2, 1888
No. 188. The Blue Creek Ditch, original construction, April 14, 1888
No. 189. The Thompson and Edgerton Ditch, original construction, May 16, 1888
No. 190. The McNulty No. 2 Ditch, first enlargement, June 1, 1888
No. 191. The Highland Ditch, first enlargement, June 5, 1888
No. 192. The Paradice Ditch, original construction, June 14, 1888
No. 193. †The Hueschkel and Chapman Ditch, first enlargement, June 15, 1888
No. 194. The Bryant Ditch, original construction, June 16, 1888
No. 195. The West Highline Ditch, original construction, June 18 1888
No. 196. The Dutchman Ditch, original construction, June 20, 1888
No. 197. The East Highline Ditch, original construction, June 20, 1888

*(See decree at page 106 hereof)
†(See decree at page 100 hereof)

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No. 198. The Ralston Ditch, original construction, June 21, 1888
No. 199. The C. and L. Highline Ditch, original construction, June 23, 1888
No. 200. The Lewis and Lavine Ditch, original construction, June 28, 1888
No. 201. The Gregory Ditch, original construction, July 17, 1888
No. 202. The Perham Ditch, original construction, July 30, 1888
No. 203. The D'Avignon Ditch, original construction, September 24, 1888
No. 204. The Lower Thompson Ditch, original construction, November 12, 1888
No. 205. The Red Mountain Ditch, first enlargement, November 27, 1888

Thirteenth—And said ditches are entitled to said appropriations and priorities on the aforesaid numbers as follows:

No. 1.	The Waco Ditch	Nos. 1-*105-145
No. 2.	The Evergreen Ditch	2-158
No. 3.	The Little Brush Ditch	3
No. 4.	The Aspen Ditch	4-50
No. 5.	The Jacobs Ditch	5
No. 6.	†The Prince Ditch	6-87
No. 7.	The Pioneer Ditch	7-32
No. 8.	The Harris Ditch	8-20
No. 9.	The Boram and White Ditch	9-57
No. 10.	The McPherson Ditch	10
No. 11.	The Little Woody Ditch	11
No. 12.	The Wenger Ditch	12
No. 13.	The Stapleton Ditch	13-69
No. 14.	The West Channel Ditch	14
No. 15.	The Hatch Ditch	15-156
No. 16.	The Chatfield Reservoir Ditch	16
No. 17.	The Bivert Ditch	17-36
No. 18.	The Luchsinger Ditch	18-21
No. 18A	‡The Thompson Ditch	18A
No. 19.	§The Four Mile Ditch	19
No. 20.	**The Kirkpatrick Ditch	22-61-68-96
No. 21.	The Lower Ditch	23
No. 22.	The Thomas No. 1 Ditch	24-80
No. 23.	††The Collins Creek Ditch	25-182
No. 24.	The Hook Ditch	26-93-123
No. 25.	The Prior Ditch	27-67-103
No. 26.	The Burk and Giddings Ditch	28-177
No. 27.	The Jote Smith Ditch	29-96
No. 28.	The North Side Pioneer Ditch	30-73
No. 29.	The Carrols Ditch	31-95-155
No. 30.	The Atkinson Ditch	33-109-147
No. 31.	The Dean Ditch	34
No. 32.	The Coulter West Side Ditch	35-76
No. 33.	The Lemond Ditch	37-187
No. 33A	‡‡The Barger Ditch	37A-118
No. 34.	The Robinson Ditch	38-140-167

*(See decree at page 103 hereof) §(See decree at page 124 hereof)
†(See decree at page 105 hereof)**(See decree at page 128 hereof)
‡(See decree at page 96 hereof) ††(See decree at page 106 hereof)
‡‡(See decree at page 95 hereof)

No. 92. The C. and M. Ditch....128
No. 93. The Willow Creek Ditch....128-174
No. 94. The Mount Sopris Ditch....130-183
No. 95. *The Glenwood Ditch....132
No. 96. The Monarch Ditch....133-134
No. 97. The McNulty No. 1 Ditch....135
No. 98. The Kaiser and Sievers Ditch....136-166
No. 98½ The Swearingen Ditch....136½
No. 99. The Coal Creek Ditch....138
No. 100. The Fonder Ditch....139
No. 101. The Cravens Ditch....141
No. 102. †The Grace and Shebi Ditch....142
No. 103. The Little Elk Ditch....143
No. 104. The Orchard Ditch....144
No. 105. The Highline Ditch....146
No. 106. The Kelly W. W. Ditch....148
No. 107. The Foley Ditch....149
No. 108. ‡The Mesa Ditch....151
No. 109. The Sweedes Ditch....152
No. 110. The Chatfield Ditch....153
No. 111. The Jacobs No. 2 Ditch....154
No. 112. The Clavel Ditch....159
No. 113. The Willow and Owl Ditch....160
No. 114. The Bane Ditch....161
No. 115. The McNulty No. 2 Ditch....164-190
No. 116. The Bane and Thomas Ditch....165
No. 117. The Carbondale Ditch....169
No. 118. The Robinson and Harris Ditch....173
No. 119. The Snow Mass Ditch....176
No. 120. The Good Friend Ditch....178
No. 121. §The Home Supply Ditch....179
No. 122. The Highland No. 2 Ditch....180-191
No. 123. The Kelly and Askins Ditch....181
No. 124. The Shippee Ditch....184
No. 125. The Dearing Ditch....185
No. 126. The Eagle Ditch....186
No. 127. The Blue Creek Ditch....188
No. 128. The Thompson and Edgerton Ditch....189
No. 129. The Paradice Ditch....192
No. 130. The Bryant Ditch....194
No. 131. The West Highline Ditch....195
No. 132. The Dutchman's Ditch....196
No. 133. The East Highline Ditch....197
No. 134. The Ralston Ditch....198
No. 135. The C. and L. Highline Ditch....199
No. 136. The Lewis and Lavine Ditch....200
No. 137. The Gregory Ditch....201
No. 138. The Perham Ditch....202
No. 139. The D'Avignon Ditch....203
No. 140. The Lower Thompson Ditch....204

Fourteenth—And the amounts of water adjudged to said ditches on their respective priorities per second of time, is computed as follows, to-wit:

*(See decree at page 101 hereof)
†(See decree at page 150 hereof)
‡(See decree at page 159 hereof)
§(See decree at page 136 hereof)

No. 73. The Quaking Aspe Ditch, Priority No. 92—Cubic feet 6
No. 74. *The Heuschkel and Chapman Ditch, Priority No. 97—Cubic feet 3
Priority No. 193—Cubic feet.... 5
Total 8

No. 75. The Gainer Jr. Ditch, Priority No. 99—Cubic feet.... .3
No. 76. The Needham Ditch, Priority No. 100—Cubic feet....3.
Priority No. 163—Cubic feet....11.
Total..... .....14.

No 77. The Keley Ditch, Priority No. 101—Cubic feet.....2.3
No. 78. The Castle Creek Ditch, Priority No. 102—Cubic feet ..... .2.
No. 79. The Miller Ditch, Priority No. 104—Cubic feet..... .4
No. 80. The Southard and Cavanaugh, Priority No. 106—Cubic feet 1.5
Priority No. 170—Cubic feet....1.2
Total..... .....2.7

No. 81. The Sopris Highline Ditch, Priority No. 107—Cubic feet 4.5
No. 82. The Mason Ditch, Priority No. 110—Cubic feet.....1.
Priority No. 171—Cubic feet....1.5
Total..... .....2.5

No. 83. The Kelso Ditch, Priority No. 114—Cubic feet.....1.
No. 84. The Kelly Ditch, Priority No. 116—Cubic feet.....2.
No. 85. The Weaver and Leonhardy Ditch, Priority No. 117—Cubic feet 4.8
No. 86. The Rowden Ditch, Priority No. 118—Cubic feet..... .5
No. 87. The Williams Ditch, Priority No. 119—Cubic feet..... .1
No. 88. The Tierney Ditch, Priority No. 120—Cubic feet..... .2
No. 89. The Highland Ditch, Priority No. 124—Cubic feet....5.
No. 90. The Martins Ditch, Priority No. 125—Cubic feet..... .5
Priority No. 150—Cubic feet.... .2
Total..... 7

No. 91. The Sommers Ditch, Priority No. 126—Cubic feet.... .2
Priority No. 175—Cubic feet.... .5
Total..... 7

No. 92. The C. and M. Ditch, Priority No. 128—Cubic feet....6.
No. 93. The Willow Creek Ditch, Priority No. 129—Cubic feet ....3.
Priority No. 174—Cubic feet....3.
Total..... .....6.

*(See decree at page 100 hereof)

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No. 19. *The Four Mile Ditch, original construction, 3.2 cubic feet, November 6, 1881.
No. 33. The Atkinson Ditch, original construction, 1. cubic feet, May 24, 1882.
No. 109. The Atkinson Ditch, first enlargement, 3. cubic feet, March 30, 1885.
No. 147. The Atkinson Ditch, second enlargement, .7 cubic foot, May 5, 1886.
No. 185. The Dearing Ditch, original construction .9 cubic foot, March 12, 1888.

Twenty-seventh—That the entire amount of water appropriated from the Roaring Fork River and the following-named creeks, under the priorities above found, is computed respectively as follows:

Roaring Fork River, 92.2 cubic feet of water per second of time.
Hunter Creek, 15. cubic feet of water per second of time.
Castle Creek, 2. " " " "
Maroon Creek, cubic feet of water per second of time.
Willow Creek 19. " " " "
Owl Creek 25.1 " " " "
Brush Creek 26.5 " " " "
Woody Creek 25.8 " " " "
Dry Woody Creek, .2 cubic foot of water per second of time.
Snow Mass Creek, 12.2 cubic feet of water per second of time.
Capitol Creek, 11.9 cubic feet of water per second of time.
Frying Pan Creek .3 " " " "
Sopris Creek 52.6 " " " "
Harris Creek 5.1 " " " "
Rock Creek 36.9 " " " "
Edgerton Creek 34. " " " "
Antler or Prince Creek, 4.8 cubic feet of water per second of time.
Thomas Creek, 8.4 cubic feet of water per second of time.
Thompson Cr. 97.8 " " " "
Cattle Creek 84. " " " "
Four Mile Cr. 11.8 " " " "
Three Mile Creek .5 " " " "
Springs, Etc., 17.3 " " " "

Total, about 583.4

Twenty-eighth—That the amount of water appropriated by the various reservoirs of said district is 6.7 cubic feet of water per second of time, and their total capacity is 1,448,000 cubic feet.

Twenty-ninth—And, more particularly in regard to said ditches and enlargements, respectively as follows:

†NUMBER ONE

THE WACO DITCH

That said ditch is entitled to Priorities Nos. †1, 105, 145. The original construction is claimed by William Tierney and F. F. D'Avignon, the first enlargement is claimed by Benedict Bourg

*(See decree at page 124 hereof)
†(See decrees at pages 103, 108 and 109 hereof)

390 A

virtue of the appropriation by original construction—Priority No. 126—.2 of a cubic foot of water per second of time.

And further, that there be allowed to flow into said ditch from said creek, for the use and benefit aforesaid, under and by virtue of the appropriation by first enlargement—Priority No. 175—.5 of a cubic foot of water per second of time.

That the whole amount of water to which said ditch is at present entitled is computed at .7 of a cubic foot per second of time.

NUMBER NINETY-TWO

THE C. AND M. DITCH

That said ditch is entitled to Priority No. 128. Said ditch is claimed by James W. Curtis and Merril H. McLachlin, one-half interest each. It is a ditch used for the irrigation of lands and takes its supply of water from Cattle Creek, in Garfield County. The headgate is located on the south bank of said creek, about eight and one-half miles above the mouth of said creek, on Sec. 9, T. 7 S., R. 87 W.

And it is hereby adjudged and decreed that there be allowed to flow into said ditch from said creek, for the use aforesaid and for the benefit of the parties lawfully entitled thereto, under and by virtue of the appropriation by original construction—Priority No. 128—6 cubic feet of water per second of time.

NUMBER NINETY-THREE

THE WILLOW CREEK DITCH

That said ditch is entitled to Priorities Nos. 129-174. Said ditch is claimed by M. A. and R. B. Christian, one-fifth, R. R. Bolles, John Sterner, William Gartley and Mrs. Lizzie Foster, one-fifth interest each. It is a ditch used for the irrigation of lands and takes its supply of water from Willow Creek, in Pitkin County. The headgate is located on the north bank of said creek, about one-fourth of a mile above the mouth.

And it is hereby adjudged and decreed that there be allowed to flow into said ditch from said creek, for the use aforesaid and for the benefit of the parties lawfully entitled thereto, under and by virtue of the appropriation by original construction—Priority No. 129—3 cubic feet of water per second of time.

And further, that there be allowed to flow into said ditch from said creek, for the use and benefit aforesaid, under and by virtue of the appropriation by first enlargement—Priority No. 174—3 cubic feet of water per second of time.

That the whole amount of water to which said ditch is at present entitled is computed at 6 cubic feet per second of time.

Exhibit A
Pre-Hearing Statement

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STATE OF COLORADO, } ss.
COUNTY OF GARFIELD. }

In the District Court of the Ninth Judicial District of the State of Colorado, Sitting in and for the County of Garfield.

In the matter of the adjudications of the priorities of rights to the use of water for domestic, irrigation and power purposes, as contained in the several and individual decrees in and for Water District No. 38, made and entered subsequent to May 11th, A. D. 1889 and prior to January 1st, A. D. 1912.

FINDINGS and DECREES.

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decree of this Court, made and entered on the 11th day of May, A. D. 1889, and also subject to all vested, decreed prior rights, as provided by law.

It is further Ordered, Adjudged and Decreed by the Court, that the petitioners herein pay the costs of this proceeding.

JOHN T. SHUMATE, Judge.

PRIORITY NO. 209

WILLOW CREEK DITCH

(SECOND OR GREEN ENLARGEMENT)

R. R. Bowles, M. A. Christian, R. B. Christian, John D. Sterner, William A. Gartley, Thos. Green, Wm. Green, Petitioners

Now on this 23rd day of June, A. D. 1892, the same being one of the regular judicial days of the November, A. D. 1891 term of said Court, the above entitled matter coming on to be heard by the Court, and the petitioners appearing in person and by Edward T. Taylor, Esq., their attorney, and it appearing to the Court that due notice of this proceeding has been served upon all parties entitled to notice hereof, and the Court having heard the testimony and the arguments of counsel, and having considered the same and being now fully advised in the premises, doth find:

First: That on the 15th day of April, A. D. 1891, the petitioners herein commenced the work of construction of what is called the Green Enlargement and Extension of the said Willow Creek Ditch and that the said petitioners have pursued the work of construction thereof and the use of the additional amount of water thereby appropriated, thus far with all reasonable and necessary diligence, and that the priority rights of said petitioners to water through said ditch by virtue of said enlargement and extension were initiated and commenced upon and date from the said 15th day of April, 1891, and the said appropriation is entitled to Priority No. 209, in said water district; that said appropriation is used for irrigation purposes and takes its supply of water from said Willow Creek as is more fully shown by the decree of this Court made and entered on the 11th day of May, A. D. 1889, in and for Water District No. 38, in which said decree the said Willow Creek Ditch is No. 93, and to which said decree these findings and decree is supplemental; that the said Green Enlargement and Extension by virtue of the amount of land covered together with the capacity and dimensions of said enlargement is entitled to an appropriation of water from said Willow Creek for the use aforesaid and for the benefit of the parties lawfully entitled thereto under and by virtue of the appropriation, No. 209, of 30 cubic feet of water per second of time.

Therefore, it is Ordered, Adjudged and Decreed by the Court, in respect to said Green Enlargement and Extension of the said Willow Creek Ditch, that the said decree of this Court made and entered on the 11th day of May, A. D. 1889, in and for Water District No. 38 in reference to the Willow Creek Ditch, No. 93 in said decree, be, and have added to it this Green Enlargement

480A

and Extension of said Willow Creek Ditch, being the second enlargement of the original ditch, and,

It is further Ordered, Adjudged and Decreed, that there be allowed to flow into said ditch from said creek for irrigation purposes and for the benefit of the party or parties lawfully entitled thereto under and by virtue of this appropriation by this Green Enlargement and Extension thereof, Priority No. 209, 30 additional cubic feet of water per second of time.

And it is further Ordered, Adjudged and Decreed, that these findings and this decree be taken, deemed, considered and held as supplemental to and subject to the conditions and provisions of the said decree of this Court, provided, however, that this appropriation and the amount of water hereby granted is conditioned upon the building and completion of the said enlargement and extension and the practicable utilization of the said amount of water upon the lands thereunder with reasonable diligence.

And it is further Ordered that the petitioners hereunder pay all the costs of this proceeding.

THOMAS A. RUCKER, Judge.

PRIORITY NO. 209 AAAA

FREEMAN DITCH

Archie Freeman, Petitioner

On this 29th day of May, 1911, being one of the regular judicial days of the April, A. D. 1911, term of the District Court of the Ninth Judicial District of the State of Colorado, sitting within and for the County of Garfield in said State, this matter coming on regularly for hearing to the Court, on the petition herein filed; the petitioner appeared in person and by his attorney, J. W. Dollison, and thereupon the Court heard the testimony of the petitioner and there being no protest made or filed in said matter and no testimony offered in opposition to the testimony of the petitioner, and it appearing to the Court that notice of this hearing had been served on all persons whose rights would be affected by the entering of this decree, and the Court being now sufficiently advised in the premises, doth find:

First: That the petitioner, Archie Freeman is the owner of the E.½ of the S.E.¼, Sec. 4, and N.½ N.E.¼, Sec. 9, T. 8 S., R. 84 W. 6th P. M., and that he also claims to be the owner of the Freeman Ditch, used to carry water from Freeman Creek to the lands of petitioner to irrigate the same.

Second: That the headgate of said ditch is on the S.W. bank of Freeman Creek, from which creek said ditch takes its supply of water at a point about ½ mile north of the north line of the lands herein described, in Water District No. 38, Eagle County, Colorado; said ditch is 2½ feet wide at the top, 2 feet wide at the bottom, and 1 foot deep, and has a carrying capacity of two cubic feet of water per second of time; that work was commenced on said ditch May 1st, 1891.

Third: That the petitioner, Archie Freeman has lying under and that can be irrigated by water from said ditch 90 acres of

STATE OF COLORADO,
COUNTY OF GARFIELD. } ss.

I, Chas. H. King, Clerk of the District Court, within and for the County of Garfield, State of Colorado, do hereby certify that the foregoing findings, decrees and judgments, contained in this book and appearing on pages four to three hundred twenty-six inclusive, constitute and are copies of all such findings, decrees and judgments made and entered of record in and by said Court, subsequent to May 10th, A. D. 1889, and prior to January 1st, A. D. 1912, adjudicating or pertaining to priority of water rights in and for Water District No. 38.

And I do further certify that the said findings, decrees and judgments, so made and entered of record, are full, complete and true copies of such as they purport to be, save and except that the venue, court and title, have been omitted from a majority of said findings, decrees and judgments, for the sake of brevity.

Witness my hand and the Seal of said Court this 1st day of January, A. D. 1912.

Clerk.

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Exhibit A
Pre-Hearing Statement

FILED
IN OFFICE OF WATER REFEREE
Division No. 5
AUG 31 1970
STATE OF COLORADO
WATER REFEREE

FILED
IN WATER COURT
Division No. 5
AUG 31 1970
STATE OF COLORADO
WATER CLERK

IN THE DISTRICT COURT IN AND

FOR WATER DIVISION NO. 5

STATE OF COLORADO

Application No. W-122

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ASPEN-POST)
COMPANY AND ARTHUR O. PFISTER IN) RULING OF REFEREE
PITKIN COUNTY, COLORADO)

The above-entitled matter having been referred to the undersigned as Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on the 15th day of June, 1970, in accordance with Article 21 of Chapter 148, Colorado Revised Statutes 1963, as amended (Chapter 373 S.L. Colo. 1969), known as The Water Rights Determination and Administration Act of 1969.

And the undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application are true and having become fully advised with respect to the subject matter of the application does hereby make the following determination and ruling as the Referee in this matter, to-wit:

1. The statements contained in the application are true.

2. The name of the structure is the Willow Creek Ditch, Second or Green Enlargement, Structure No. 93.

3. As set forth in the application, the claimants of an undivided two-fifths interest in said structure are Arthur O. Pfister whose address is P. O. Box EE, Aspen, Colorado and Aspen-Post Company whose address is c/o Kenneth D. Hubbard, P. O. Box 1128, Aspen, Colorado.

4. The point of diversion for said structure is located in Pitkin County, Colorado, on the north bank of Willow Creek

approximately one-fourth mile above the confluence of Willow Creek and Maroon Creek.

5. The water is diverted through said structure for irrigation purposes.

6. Said structure has a conditional decree dated June 23, 1892 for 30 cubic feet of water per second of time, Priority No. 209, date of priority, April 15, 1891.

7. That since the entry of said decree said structure has been constructed and completed and the water beneficially used upon the lands for which the structure was built.

The Referee does, therefore, conclude that the above-entitled application should be granted and that 30 cubic feet of water per second of time, Priority No. 209, date of priority April 15, 1891 decreed conditional to the Willow Creek Ditch, Second or Green Enlargement, Structure No. 93 for irrigation use, be made absolutely and unconditionally; subject, however, to all earlier priority rights of others and to the integration and tabulation by the Division Engineer of such priorities and changes of rights in accordance with law as may be determined in pending supplemental general adjudication proceedings.

It is accordingly ORDERED that this ruling shall be entered by the Referee in his records and shall become effective upon such entry, subject to judicial review as provided by law.

It is further ORDERED that a copy of this ruling shall be filed with the appropriate Division Engineer and the Water Clerk of said Court.

Done at the City of Glenwood Springs, Colorado, this 31 day of August, 1970.

BY THE REFEREE

Lester L. Linley
Water Referee
Water Division No. 5
State of Colorado

No protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the Judgment and Decree of this court.

Dated: June 22 1971.

Clifford H. Harrow
Water Judge

Tab 16

EXHIBIT B

Exhibit B
Pre-Hearing Statement

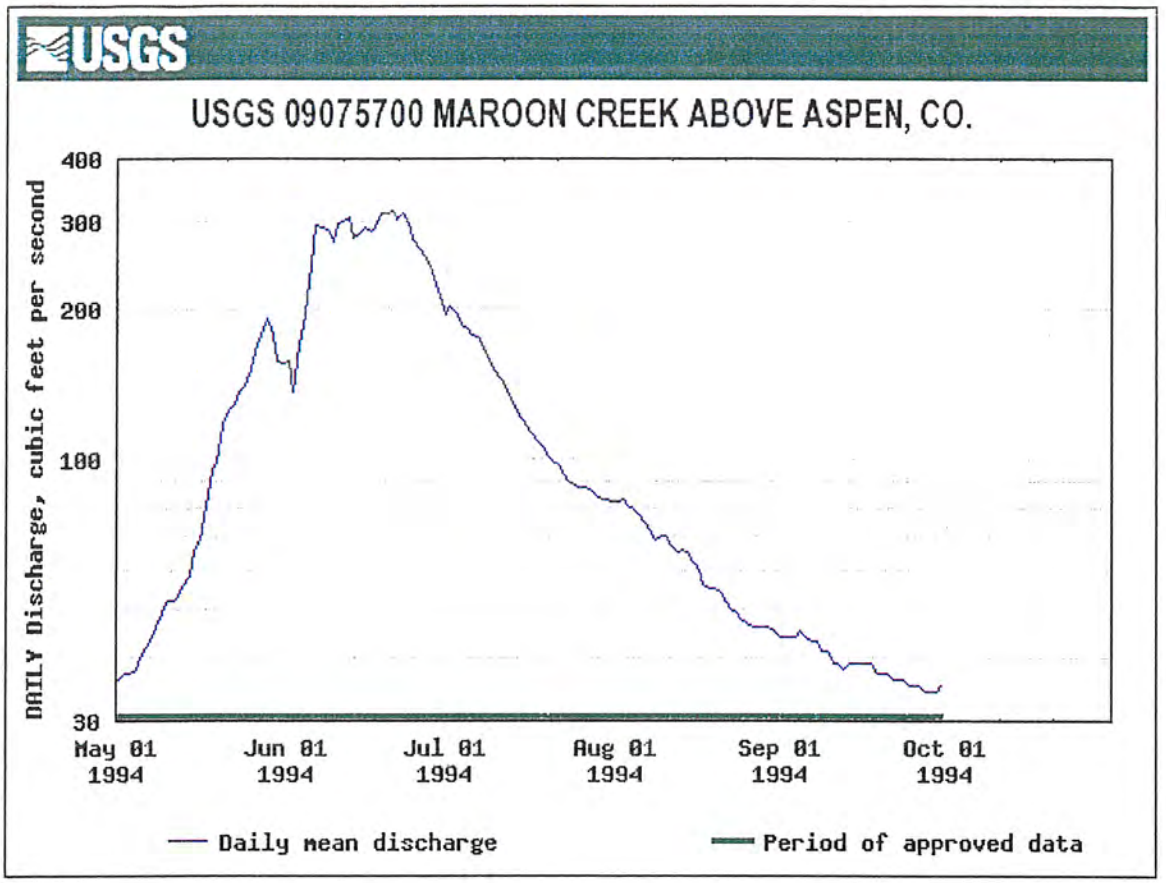


Exhibit B
Pre-Hearing Statement

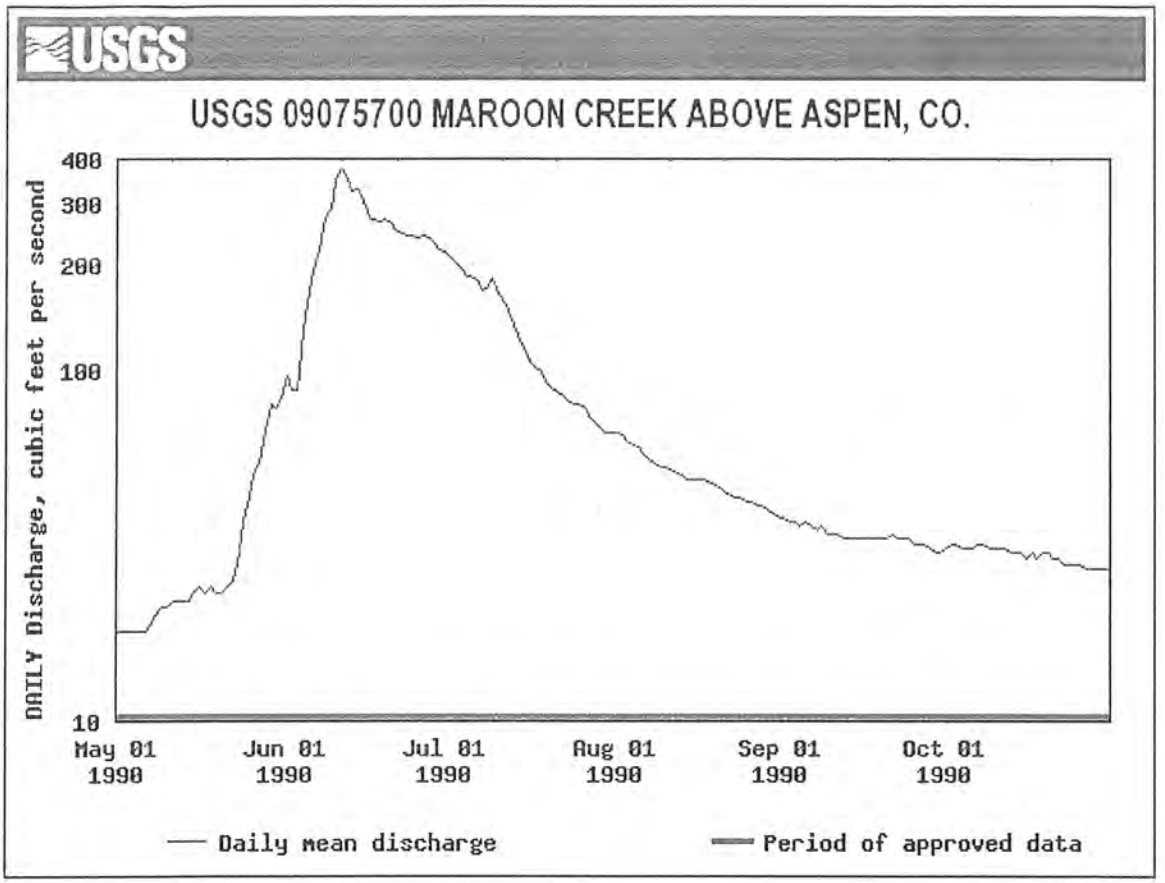


Exhibit B
Pre-Hearing Statement

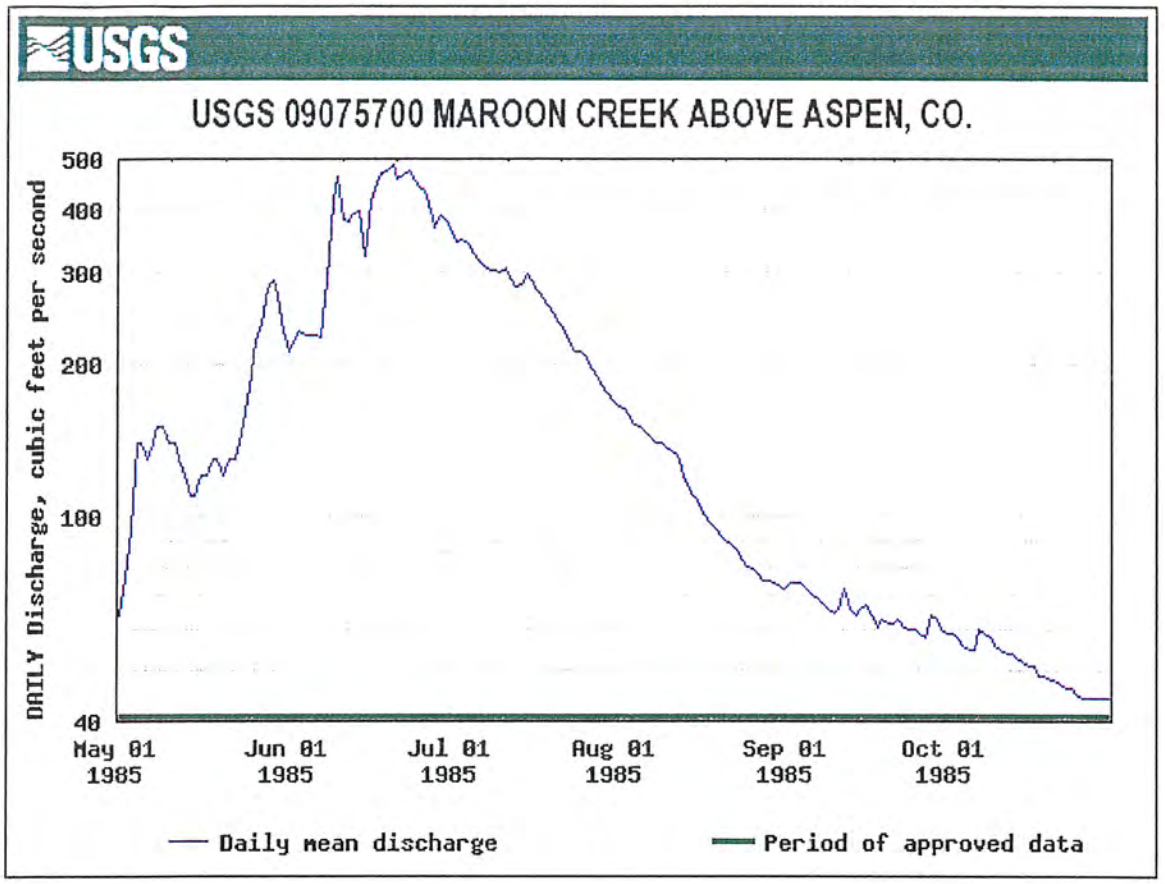
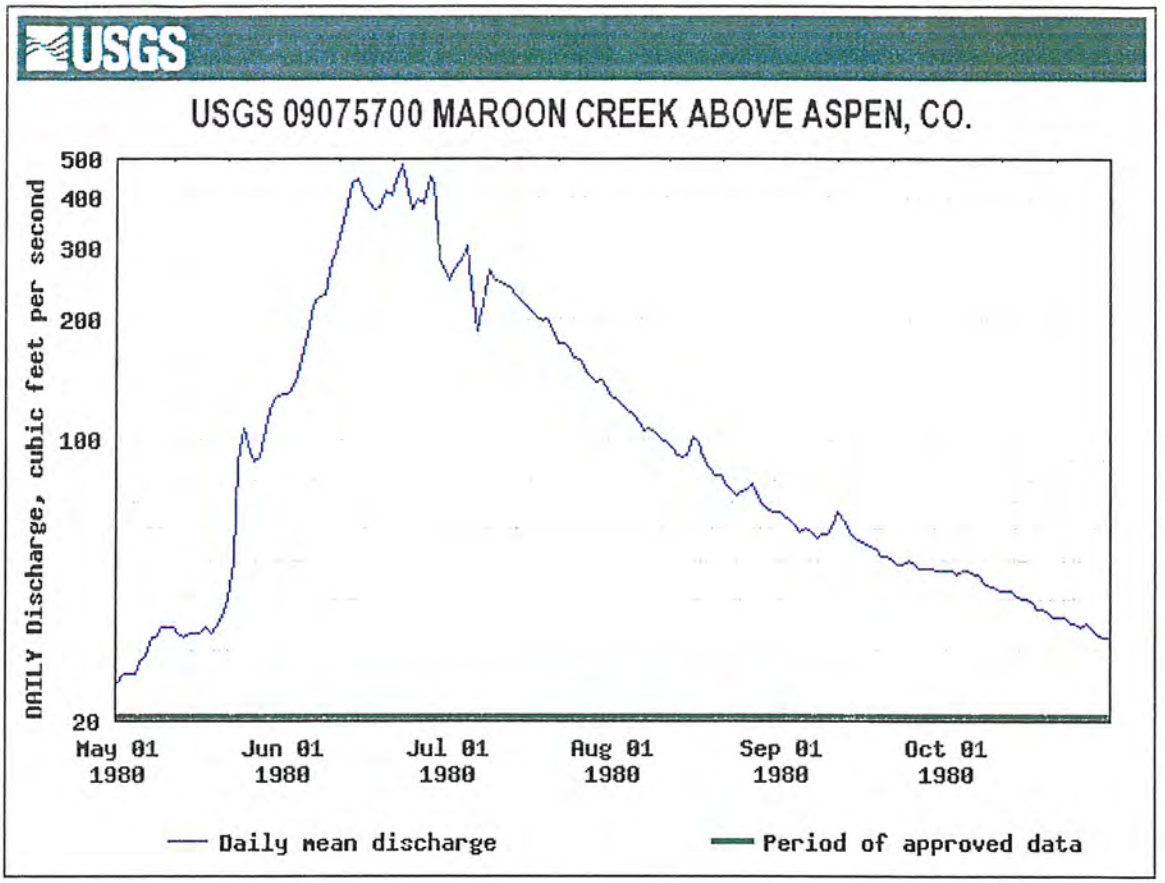


Exhibit B
Pre-Hearing Statement



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Pre-Hearing Statement

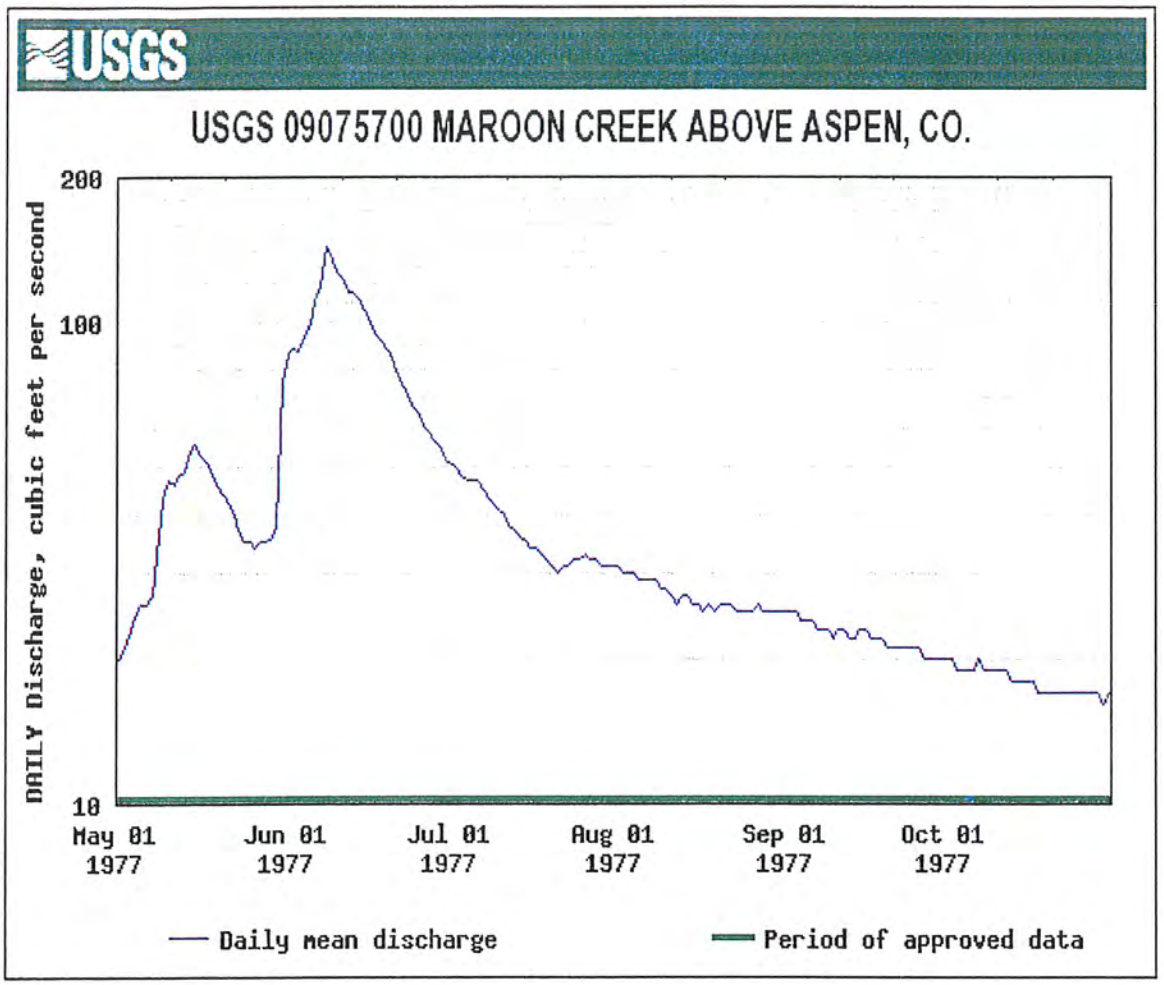
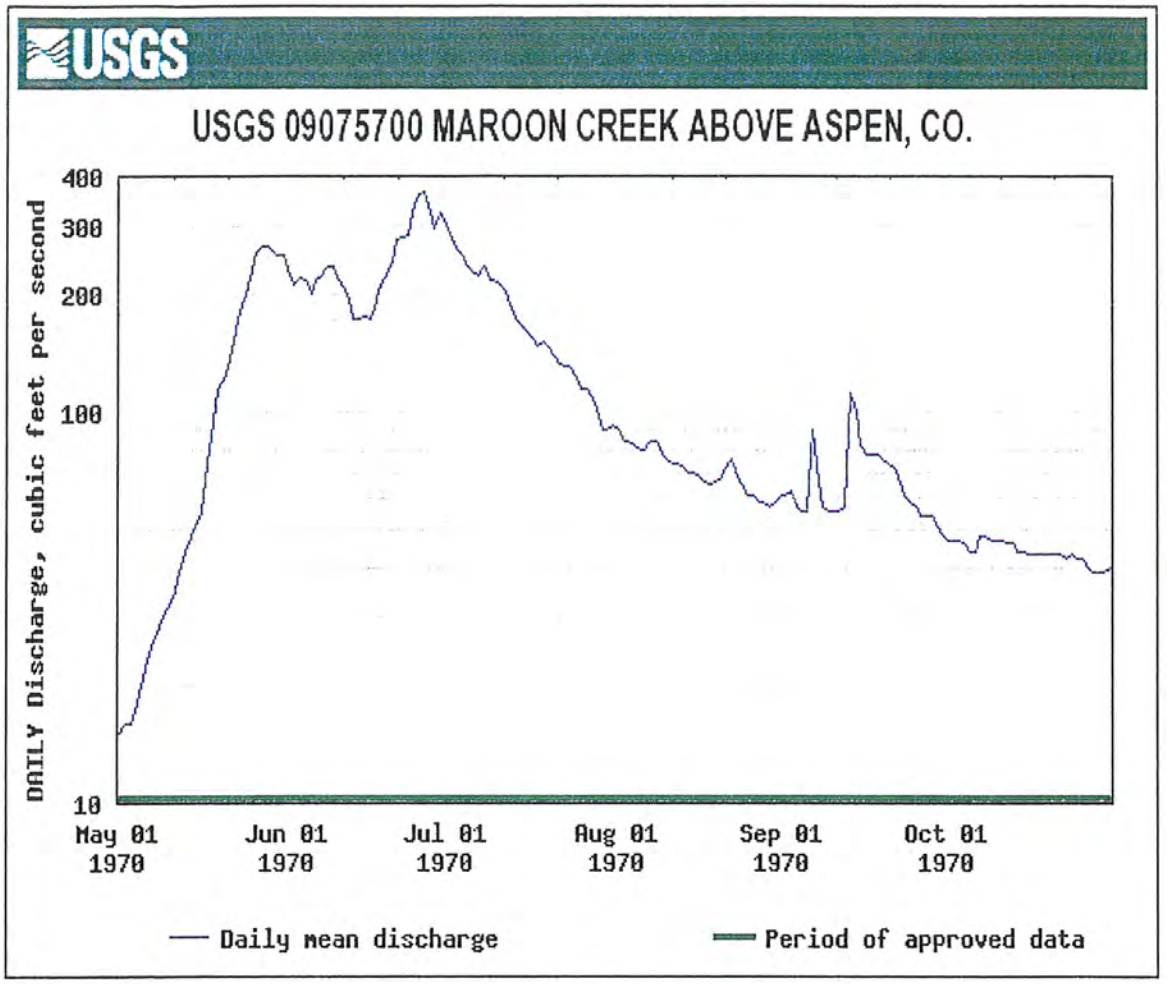


Exhibit B
Pre-Hearing Statement



Tab 16
EXHIBIT C

See
Tab 12: Exhibit 5

Tab 16
EXHIBIT D

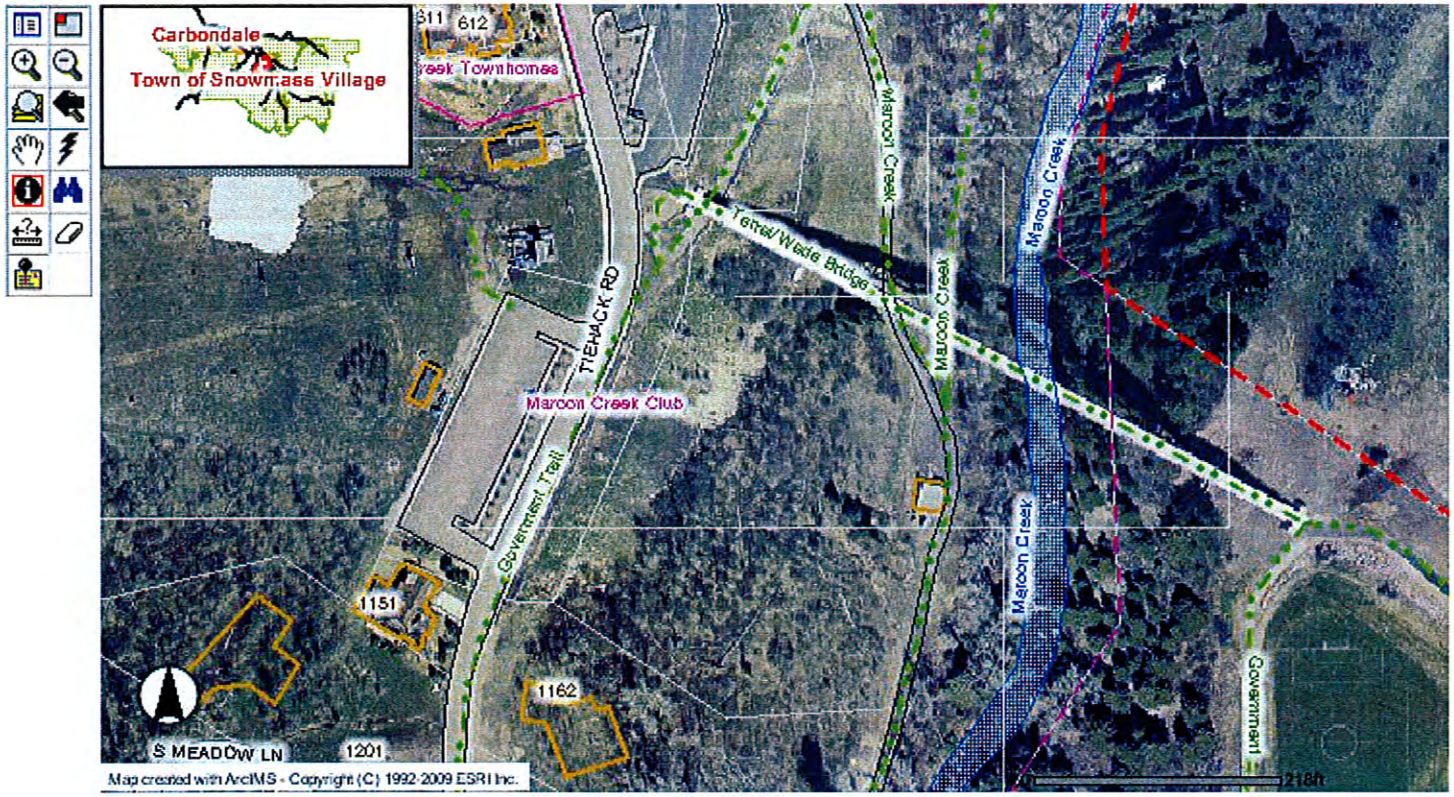
See
Tab 12: Exhibit 1

Tab 16

EXHIBIT E

Exhibit E
Pre-Hearing Statement

Pitkin County Parcels



Legend

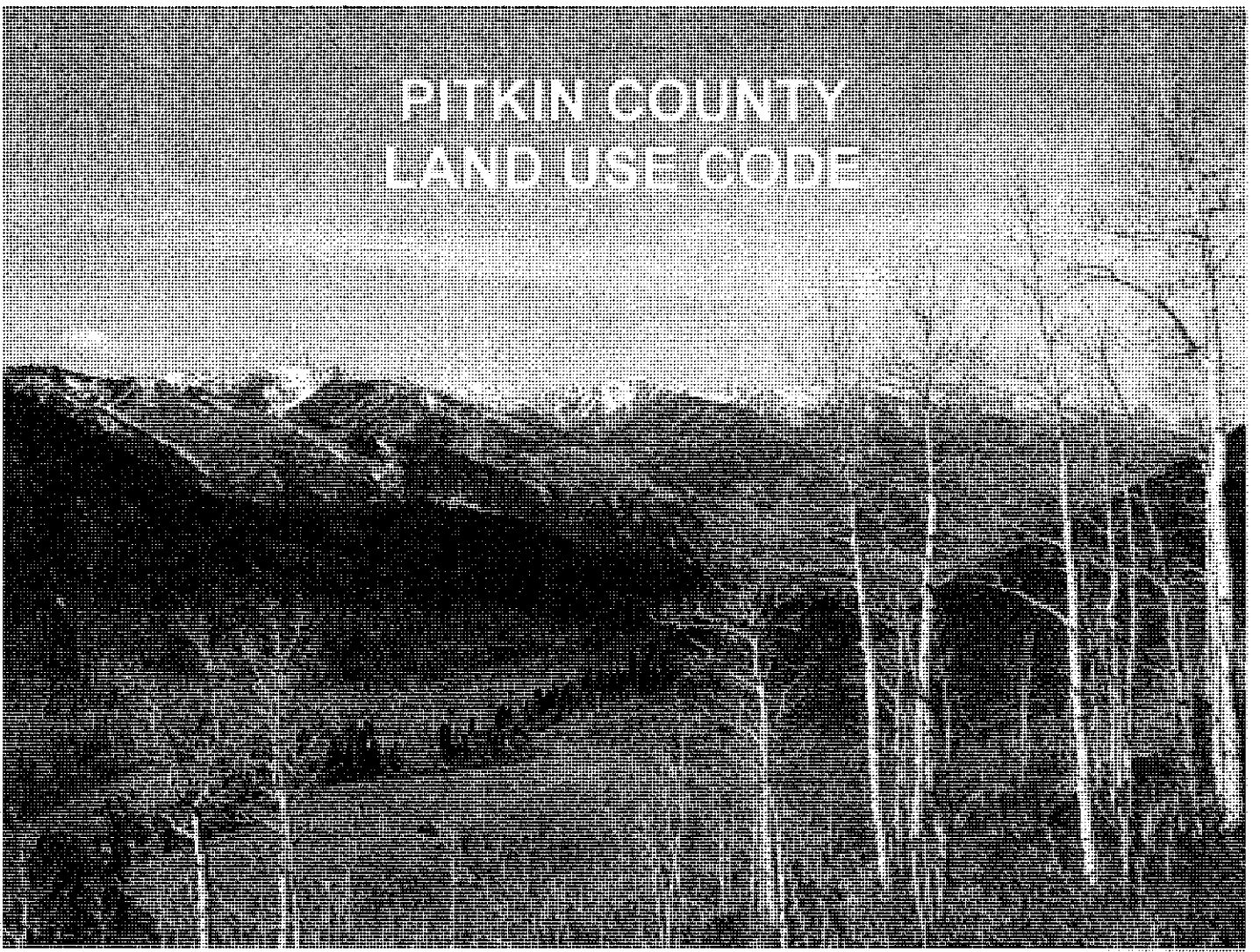
- Cities & Towns
- UGB
- Addresses
- Trails
- Airport Runway
- Roads
- Edge of Pavement
- Eagle and Garfield CO Roads
- Drives
- Rivers and Streams
- Subdivisions
- Structures
- Condos
- Parcels
- Lakes and Ponds
- Federal Lands
- BLM
- USFS
- AERIAL PHOTOS 04 Asper Area
- 05 RFV North
- 05 RFV Mid North
- 05 RFV Mid South
- 05 RFV South
- 05 CRV Upper
- 05 CRV Lower
- 05 FP Upper

Parcels

Rec	PARCEL	ACCOUNTNO	WHERE
1	273511209055	R014469	ASPEN

Tab 16

EXHIBIT F



Pitkin County, Colorado
Adopted & Effective July 5, 2006
Revised by Ordinance No. 026.2006 Adopted on September 13, 2006

(b) Planned unit style development (PUD), designed to integrate siting in harmony with the environment and consistent with land use policies, is encouraged. Such development tends to minimize the cost of governmental and other services, maximize open space, preserve agricultural lands, and minimize automobile congestion and hazardous conditions on public roads and highways.

(c) New development should be compatible with and not fundamentally change the character of any neighborhood or area.

(d) Pitkin County does not generally support extensions of public utilities such as municipal water and sewer lines outside of the Urban Growth Boundaries (UGBs).

(e) New commercial development should be located within established Urban Growth Boundaries unless it is of a scale and capacity deemed to be appropriate within identified boundaries.

(f) Transfer of development rights (TDRs) may be appropriate to preserve and protect rural character, open space, scenic features, and environmental resources, and to avoid development in environmentally constrained areas.

(g) To the extent possible, the County seeks to protect scenic corridors along highways, county roadways and mountain road systems.

(h) It is the policy of the County that development not impede the ability of citizens to view the night sky without the interference of artificial light.

1-60-80: AGRICULTURAL PRESERVATION

(a) Productive agricultural land is a limited resource of environmental, cultural, open space, visual and economic value that should be conserved and preserved.

(b) All new development in areas surrounding or incorporated within existing agricultural properties should be designed to minimize impacts to agricultural operations.

(c) Preservation and utilization of water for agricultural lands within the county is encouraged.

(d) The fragmentation of large parcels of agricultural land is discouraged and the assemblage of smaller parcels into larger, more manageable and agriculturally productive tracts is encouraged.

(e) Pitkin County supports "right-to-farm" legislation.

(f) Pitkin County promotes the viability of agricultural lands and operations within Pitkin County and supports preservation of large tracts of land now committed to or capable of agricultural uses.

1-60-90: WILDERNESS

Pitkin County supports protection of designated Wilderness areas within and surrounding Pitkin County, as these areas provide residents and visitors with vistas and opportunities for experiencing the natural environment while renewing their "mind, body and spirit." The County encourages management of adjacent and neighboring land to preserve the integrity of the wilderness areas.

1-60-100: RECREATION

The County recognizes the fundamental importance of recreation and tourism to the local economy and encourages the provision of services and facilities necessary for the continuation of existing activities, consistent with other goals and policies of the County. It is the policy of the County to support preservation of the physical environment; to improve county-wide recreational and trail opportunities; to support citizens' rights of appropriate access to public lands on roads and trails historically open to the public; to secure new access points consistent with County and

(7) Areas where vegetation in wetland or riparian buffer areas is disturbed or removed shall be revegetated as quickly as possible, but in no event later than one growing season following conclusion of construction activities in the area.

(8) Channelization of streams is prohibited; development shall be designed to fit the channel rather than allowing changes in the channel in order to fit the development.

(9) Perennial stream channels shall be bridged whenever possible; when this is not practicable, culverts shall be designed to avoid plugging and prevent washouts.

(10) Development shall not result in the raising of water temperatures.

(11) Alterations to stream channels (including their capacity, filling and dredging) shall be prohibited unless it has been satisfactorily demonstrated, through site-specific scientific study and analysis (including an evaluation of all upstream and downstream impacts), that the proposed channel work will improve the dynamic stream channel function, the habitat for a diversity of species, and that future and historical public uses, such as stream navigation, recreation, and aesthetics are not diminished by the proposed channel improvements. All approved stream work must be permitted. Acceptable scientific information may include, but is not limited to, information on channel hydrology, site geomorphology, strembed characteristics, macroinvertebrate populations, and fish populations. Applicant must also demonstrate that the scientific information provided has been generated by an individual(s) or legal entity (ies) qualified to render an assessment in all pertinent subject areas. This demonstration may be provided in the form of a curriculum vitae (CV) for an individual, a company resume of project experience, personnel certifications and licenses, etc, or any other manner reasonable under the circumstances.

(July, 2006, Ord. No. 14-D, 2006 - § 7-20-80 Amended (part) by Ord 021-2007; Ord 024-2008)

7-20-90: IRRIGATED LANDS FOR FOOD OR CROP PRODUCTION

The Activity Envelope shall be defined to ensure the preservation of at least ninety-five (95) percent of the acreage historically used for production of food for humans, or hay, grain and other feed crops for livestock. If compliance with that standard would require a dwelling or other structure to be constructed in another Constrained Area that would create an inconsistency with this Land Use Code or the Pitkin County Comprehensive Plan then the standard may be reduced to require preservation of at least eighty-five (85) percent of such acreage and may condition such adjustment in the standard on location of the structure where it allows substantially greater compliance with other standards in this Land Use Code. Adjustment of this standard shall be at the discretion of the County, not the applicant.

7-20-100: HISTORIC PRESERVATION

(a) Purpose and Intent

The purpose of this Sec. 7-20-100 is to promote the general welfare by providing for the recognition, protection, enhancement, perpetuation and continued use of historic sites, structures, buildings, features and areas that contribute to the unique quality of the landscape in Pitkin County for the following reasons:

(1) To encourage public knowledge, understanding and appreciation for the broad historic trends that have shaped the county's historic and scenic character.

(2) To provide a mechanism to identify and preserve the distinctive historic and architectural characteristics of our heritage, which represent the important elements of the county's cultural, social, economic, political, and architectural history.

(3) To conserve and improve the value of property recognized as significant and encourage their productive, economical and sustainable reuse.

Tab 16

EXHIBIT G

PITKIN COUNTY

HOME RULE CHARTER

Original Home Rule charter adopted by the Electorate on March 21, 1978 (352 votes).

This version of the Home Rule Charter is updated through the most recent amendment adopted by the Electorate on November 7, 2006

policies as will further the following purposes for Open Space and Trails acquisitions:

(1) Shaping development (greenbelt and viewplanes).

(2) Incorporating or protecting significant wildlife habitat and corridors.

(3) Preventing encroachment on flood plain and riparian areas.

(4) Preserving historic agricultural and ranching activities.

(5) Protecting other public lands from the impacts of development.

(6) Preserving historic routes of ingress and egress to public lands and waterways.

(7) Providing access to and from recreational or urban destinations.

(8) Providing recreational opportunities throughout Pitkin County which are directly related to and not inconsistent with the foregoing purposes.

(9) Providing a Nordic Trail System.

(10)Protecting native aquatic habitat and recreational opportunities associated with streams and rivers.

Added 11/6/90

13.5.2 Limitations. Open Space and Trails acquired with Open Space/Trails Funds shall be limited to uses consistent with the purposes enumerated in Section 13.5.1 and to such improvements as are necessary to the protection and preservation of such lands and trails for the purposes set forth in Section 13.5.1, unless conversion to additional and/or more active uses and related capital improvements are approved pursuant to Section 13.5.3.

Added 11/6/90
Amended 11/7/06

13.5.3 Prohibitions on sale or conversion of Open Space or Trails. No open space or trail interest in real property, whether fee, easement or otherwise, acquired with Open Space/Trails Funds, shall be sold or conveyed nor shall any interest be converted by Pitkin County to any other use or purpose (e.g., golf course, housing) unless such open space or trail interest in real property is replaced with another open space or trail interest in real property of equivalent value as of the date of sale or conversion as determined by the Board of County Commissioners taking into consideration monetary value and the values in 13.5.1, and until such sale or conversion is approved by a majority of the electorate at a general or special election called for this purpose. The Board of County Commissioners shall consult with the Open Space/Trails Board on the equivalent value of the replacement property and the advisability of the sale or conversion and

shall publicly disclose the analysis supporting its finding of equivalent value.

Notwithstanding the other provisions of this section, partial property interests may be sold or conveyed if the fair market value of the open space interest retained is at least equal to the net permanent investment of open space funds and such sale or conveyance does not materially diminish the conservation values of the property, as set fort in Section 13.5(1) as determined by a vote of at least four members of both the Open Space and Trails Board and at least four members of the Board of County Commissioners, and provided that the County's intention for a partial sale of the interest is expressly stated in the Open Space Board's recommendation of the initial purchase, and in the Board of County Commissioners Ordinance authorizing the initial purchase.

Notwithstanding the other provisions of this section, a conservation easement may be conveyed to a third party by Pitkin County to further ensure permanent protection of open space lands owned in fee by Pitkin County.

decision-making process in violation of Section II, the Board of County Commissioner's action regarding the issue on which a conflict determination is made shall be null and void, unless the Conflict Committee determines based on reasonable evidence that the County policy maker participated in order to contrive a conflict and purposely nullify the action.

An action of the Board of County Commissioners which is determined to be null and void by application of this Code of Conduct, shall be reconsidered by the Board of County Commissioners after the matter is appropriately noticed in compliance with applicable state law, Home Rule Charter and County Code provisions and a new vote taken and recorded based upon the previous record of proceedings before the Board of County Commissioners.

B. No determination of a conflict shall render any decision of The Board of County Commissioners null and void unless the complaint is raised within thirty (30) days of the action sought to be rendered null and void.

C. Should a current or former County policy maker appear before the County Commission or Planning and Zoning Commission in violation of this policy, the matter or issue before the County Commission or Planning and Zoning Commission shall be tabled until there is compliance with this policy.

8.7 Disposal of Public Property

Added 11/2/82

8.7.1 The Board of County Commissioners is authorized to sell, lease, or otherwise dispose of public works, public utilities, public buildings or real property under such terms and conditions as the Board of County Commissioners shall deem to be in the best interest of the County. Provided, however, that any sale of a park or recreation facility shall not be approved until the question of such sale is submitted to and approved by the voters at a regular election in the manner provided by Section 30-35-201(6) of the Colorado Revised Statutes (1973, as amended).

Added 11/2/82

8.7.2 Any sale, lease in excess of one (1) year, or other disposal of public works, public utilities, public buildings, or real property owned by Pitkin County shall be done pursuant to ordinance. The adoption of such an ordinance shall conform procedurally to the requirements for adoption of formal resolutions as set forth in Section 2.8.3 of this Charter. Provided, however, that such ordinances shall be published, by title, at least once prior to the required public hearing, and such ordinances shall not take effect until thirty (30) days after the publication following the final adoption.

ARTICLE IX – LIMITATIONS ON TAX LEVY

Tab 16

EXHIBIT H

Any exhibit identified by other parties

Tab 17

Colorado Water Conservation Board 1313 Sherman Street, Room 721 Denver, Colorado 80203	
Concerning the Proposed Instream Flow Acquisition of Stapleton Brothers Ditch for Maroon Creek and the Roaring Fork River	
Drew Peternell Trout Unlimited 1320 Pearl Street, Suite 320 Boulder, Colorado 80302 Phone: (303) 440-2937 Email: dpeternell@tu.org	Administrative Proceeding
Trout Unlimited's Prehearing Statement **Stapleton Brothers Ditch, Water Division No. 5**	

Pursuant to Rule 6m(5)(e) of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program of the Colorado Water Conservation Board ("CWCB" or "Board"), Trout Unlimited ("TU") hereby submits this Prehearing Statement.

Disputed Factual and Legal Issues

TU supports the CWCB's acquisition of the subject Stapleton Brothers Ditch water rights and believes that the acquisition is reasonable and appropriate under the factors and considerations delineated in Rules 6(e) and 6(f). TU does not dispute any factual or legal issues relevant to the acquisition, but reserves the right to respond in its rebuttal statement to issues and positions raised in the prehearing statements of other parties and participants to this proceeding.

Witnesses

- Drew Peternell, Director and Counsel, Trout Unlimited's Colorado Water Project. Mr. Peternell's testimony will address the natural environment to be preserved by the proposed instream flow rights, material injury to other water rights and other factors and considerations under Rules 6(e) and 6(f).

- Greg Espegren, Aquatic Specialist, Trout Unlimited's Colorado Water Project. Mr. Espegren will testify regarding the natural environment to be preserved by the proposed instream flow rights and other factors and considerations under Rules 6(e) and 6(f).

- Any witness needed for rebuttal.

Exhibits

- CWCB staff memo to Board, dated March 9, 2009, and all attachments thereto. Available on-line at: http://cwcb.state.co.us/StreamAndLake/WaterAcquisitions/Notices/

- CWCB staff memo to Board, dated January 20, 2009, and all attachments thereto. Available on-line at: http://cwcb.state.co.us/StreamAndLake/WaterAcquisitions/Notices/

- Any exhibit needed for rebuttal.

Respectfully submitted this 20th day of August, 2009.

Drew Peternell
Counsel for Trout Unlimited

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Prehearing Statement was served on this 20th day of August, 2009 upon the following via electronic mail:

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Tab 17
EXHIBIT 1

See
Tab 14: Exhibit 1

Tab 17
EXHIBIT 2

See
Tab 14: Exhibit 7

Tab 17

EXHIBIT 3

Any exhibit needed
For rebuttal