



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hickenlooper.
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Erin C.H. Light, P.E.
Division Engineer

July 11, 2012

Ms. Linda J. Bassi
Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, Colorado 80203

Re: Temporary Loan of Water for Colorado Water Conservation Board for Instream Flow
Pursuant to Section 37-83-105, C.R.S.
Section 33, T 5 N, R 84 W and Sections 9, 16, 21, and 28, T 4 N, R 84 W 6TH P.M.
Water Division 6, Water District 58, Routt County

Approval Period: July 11, 2012 through November 1, 2012
Contact Phone Number for Ms. Linda J. Bassi: 303-866-3441

Dear Ms. Bassi:

We have reviewed your letter dated June 21, 2012 in which you request approval of a temporary loan of water pursuant to Section 37-83-105, C.R.S., for the Colorado Water Conservation Board ("CWCB" or "Applicant") for instream flow ("ISF") use. As required by §37-83-105(2)(b)(II), C.R.S., written notice of the request for approval of a temporary loan of water was provided on June 21, 2012 to all parties who have subscribed to the Division 6 Substitute Water Supply Plan ("SWSP") Notification List. The Division of Water Resources ("DWR") did not receive comments during the statutory 15-day comment period. The statutory \$100 filing fee (receipt no. 3655808) was submitted with this request.

Description and Statement of Duration

CWCB is seeking approval of a temporary loan of water leased from Upper Yampa Water Conservancy District ("UYWCD") via the Colorado Water Trust ("CWT") for ISF use. The lease is for 4,000 acre-feet of stored water in Stagecoach Reservoir located on the Yampa River. CWCB currently holds an ISF water right decreed in Case No. 2001CW106 on the Yampa River from the confluence with Morrison Creek, the upstream terminus, and extending to the inlet of Lake Catamount, the downstream terminus, for 72.5 cfs from April 1 through August 14 and for 47.5 cfs from August 15 through March 31. The Yampa River ISF water right was decreed to preserve the natural environment to a reasonable degree. At the time of appropriation, the Yampa River supported an outstanding rainbow and brown trout fishery. The temporary loan of water leased from UYWCD will be for ISF use within the same segment of the Yampa River as identified in Case No. 2001CW106 and shown on the

attached map. UYWCD will release water from Stagecoach Reservoir to CWCB for ISF use downstream of the reservoir at a release rate not to exceed the amounts decreed in Case No. 2001CW106 for the period beginning June 28, 2012 through November 1, 2012. This approval applies to releases beginning July 11, 2012 through November 1, 2012. Reservoir releases are expected to increase stream depth and wetted perimeter and to lower water temperature for the fish.

Proponent's legal right to use the loaned water right

CWCB and the CWT have entered into a Water Use Agreement ("Agreement") with the UYWCD for 4,000 acre-feet of water stored in Stagecoach Reservoir to be released for ISF use when conditions permit. A copy of the Agreement was provided to this office with this request and is attached to this letter. UYWCD will first use the water stored in the Stagecoach Reservoir for the decreed use of hydropower generation.

The CWCB existing ISF water right decreed in Case No. 2001CW106 was identified as being more junior than the existing water rights on this segment of the Yampa River and may be out of priority during much or all of the 2012 irrigation season. Beginning June 28, 2012, UYWCD began making reservoir releases at a rate of 26 cfs. Consistent with the terms and condition of the Agreement, beginning July 11, 2012, UYWCD will continue to make reservoir releases at the rate determined after consultation between UYWCD, CWCB and CWT. According to Paragraph 6 of the Agreement, UYWCD shall not be obligated to exceed at any time a combined total release rate of water in excess of the decreed ISF amount in Case No. 2001CW106, reduced by a combination of (a) the Morrison Creek inflow at the confluence with the Yampa River, (b) the rate of release for all water deliveries under allotment contracts from Stagecoach Reservoir, and (c) the minimum releases required to be made by UYWCD from Stagecoach Reservoir under its environmental and other permits, through November 1, 2012. Also, Paragraph 6 of the Agreement indicated that the parties agreed that the rate and timing of the release of stored water will be approximately 26 cfs from July 1 through September 15.

Historical Use and Estimate of the Consumptive Use of the loaned water right

Stagecoach Reservoir is an on-stream reservoir on the Yampa River which is tributary to the Green River which is tributary to the Colorado River. Stagecoach Reservoir is owned and operated by the UYWCD and it was originally decreed as Bear Reservoir by the Routt County District Court as part of Case No. CA3538. In said case, Bear Reservoir was awarded a water storage right in the amount of 11,614.2 acre-feet with an appropriation date of September 30, 1961, and was assigned priority 35A. In Case No. 97CW84 the reservoir was awarded a water right for second filling in the amount of 6,600 acre-feet with an appropriation date of March 1, 1996. Stagecoach Reservoir has been recognized as an alternate point of diversion for several other water rights. Stagecoach Reservoir is being primarily used for in-reservoir and hydropower uses and to a limited extent, downstream uses. Decreed in-reservoir uses include fish propagation, waterfowl habitat, and recreational uses. Decreed downstream reservoir uses include municipal, industrial, domestic, irrigation, stock watering, power production, and augmentation purposes directly and by exchange. Historic reservoir operations have included releases of water for decreed hydropower generation at the dam as

well as contract releases of water, to a limited extent, for downstream industrial use, specifically power generation, at the Craig Generating Station.

The total capacity of the reservoir is 36,439 acre-feet, of which 36,400 acre-feet were filled in 2011 by the water rights described in the table below:

Structure Name	Decreed Amount (Absolute)	Appropriation Date	Case Number
Bear Reservoir (renamed as the Stagecoach Reservoir)	11,614.2 AF	09/30/1961	CA3538 92CW26
Stagecoach Reservoir 2 nd filing	6,670 AF	03/01/1996	97CW84
Pleasant Valley Reservoir*	20,854 AF	06/29/1959	CA3026 W946-76 92CW26
Four Counties Ditch No. 1 & 3**	151 CFS (302 AF/DAY)	06/02/1958	W1091-76 92CW26 95CW116
Yellow Jacket Ditch, Union Ditch, Little Chief Ditch***	514.8 AF	10/22/1888 (Yellow Jacket 2 cfs) 11/14/1889 (Union Ditch 7 cfs) 09/02/1904 (Little Chief Ditch 0.67 cfs) 06/01/1918 (Union Ditch 2 cfs) 06/01/1919 (Yellow Jacket 4 cfs and Little Chief Ditch 1.33 cfs)	95CW0078

*The Stagecoach Reservoir (a/k/a Bear Reservoir) is an alternate point of diversion for Pleasant Valley Reservoir in the amount of 40,720 AF under the decree granted in Case No. W-946-76. In Case No. 92CW26, 20,854 AF of this amount was made absolute.

**In accordance with the decree in Case No. W1091-76 the water rights for the Four Counties Ditch No. 1 and 3 may be diverted for storage in the Stagecoach Reservoir in the amount of 1,779 cfs. In Case Nos. 92CW26 and 95CW116 a total of 151 cfs of this amount has been made absolute.

***Decreed for storage within Stagecoach Reservoir as a result of irrigated land inundated by the reservoir upon construction.

Under the Agreement, UYWCD will release water from Stagecoach Reservoir that was legally stored under the water rights described above. All of the water provided under the Agreement will first be used for the decreed use of hydropower generation, as has been the historical practice, prior to being provided to CWCBC for the un-decreed ISF use. A historical consumptive use analysis is not required in this case. The use of water from the reservoir for the new time, place, and type of use that are subject of this loan and the resulting decrease to the amount of water stored in the reservoir may increase the volume of future inflow to be stored necessary to fill the reservoir. The Division Engineer has reviewed the loan allowing the new time, place and use of this water right and determined, as required by §37-83-105(2)(a) and (2)(b), that it will not injure the existing water rights of others.

The timing of releases of water from the reservoir will depend upon the timing of stream flow shortages and operational constraints for the reservoir. Once the released water reaches the downstream terminus of the decreed ISF reach at Lake Catamount, the released water will no longer be claimed by the CWCBC.

Conditions of Approval

This temporary loan of water is hereby approved pursuant to Section 37-83-105, C.R.S., subject to the conditions below:


1. This approval applies to releases beginning July 11, 2012 through November 1, 2012.
2. Approval of this temporary loan of water is for the purposes stated herein, specifically for releases of Stagecoach Reservoir water for CWCB ISF use on the Yampa River reach identified in Case No. 2001CW106.
3. The Applicant must provide the name, address and phone number of the person who will be responsible for the operation of this temporary loan of water to the SEO, the Division Engineer (Erin Light, PO Box 773450, Steamboat Springs, CO 80477, telephone 970-879-0272), and the water commissioner (Andrea Schaffner; P.O. Box 121, Yampa CO 80483, Telephone 970-819-4899) within 20 days of the receipt of this approval.
4. Reservoir releases and stream flows shall be measured as required by the Division Engineer. The Applicant shall install and maintain measuring devices as required by the Division Engineer for operation of this temporary loan.
5. The Applicant must submit accounting reports to the Division Engineer (Erin Light, PO Box 773450, Steamboat Springs, CO 80477, telephone 970-879-0272) and Water Commissioner (Andrea Schaffner; P.O. Box 121, Yampa CO 80483, Telephone 970-819-4899) on a daily basis or other interval acceptable to both of them. The Applicant shall also provide a report to the Division Engineer and Water Commissioner by November 15th, which summarizes releases made pursuant to this temporary loan of water. Accounting forms are subject to modification and approval by the Division Engineer. Flow rates shall be reported in cfs, volumes shall be reported in acre-feet.
6. This temporary loan of water may be revoked or modified at any time should it be determined that injury to other vested water rights has occurred or will occur as a result of the operation of this temporary loan of water.
7. The decision of the Division Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in a water court case or any other legal action that may be initiated concerning the loan. This decision shall not bind the Division Engineer to act in a similar manner in any other applications involving other loans and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the Division Engineer concerning a temporary loan of water pursuant to Section 37-83-105, C.R.S., shall be to the Division 6 Water Judge within fifteen days of the date of this decision.

Ms. Linda J. Bassi
July 11, 2012

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Should you have any questions regarding this temporary loan of water, please contact me at (970) 879-0272.

Sincerely,

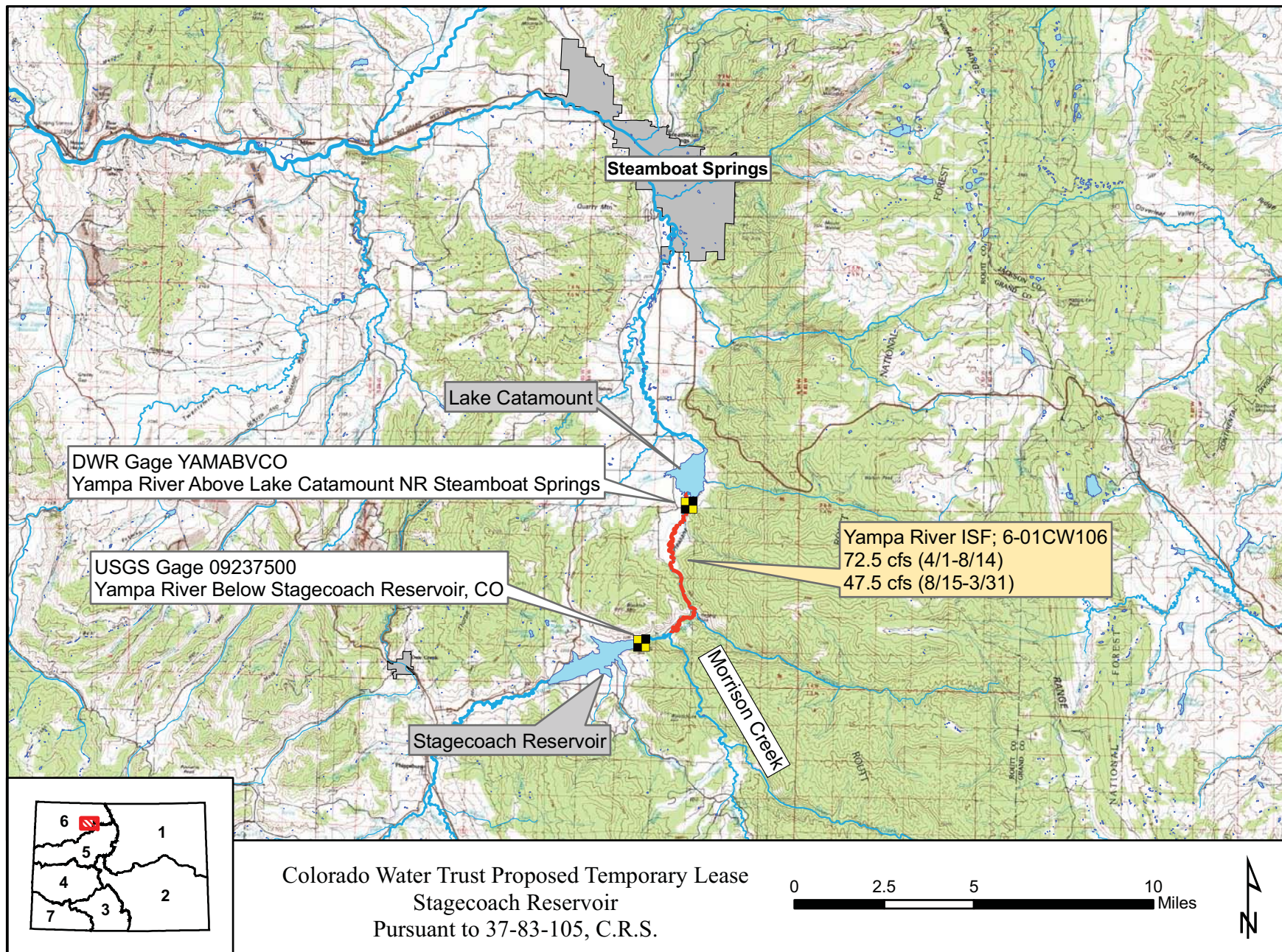


Erin C. H. Light, P.E.
Division Engineer

Attachments: Map of the ISF reach
2012 Water Use Agreement

cc: State Engineer
1313 Sherman Street, Room 818
Denver, Co 80203
Telephone 303-866-3581

Andrea Schaffner
P.O. Box 121
Yampa, CO 80483,
Telephone 970-819-4899



2012 WATER USE AGREEMENT

This 2012 Water Use Agreement ("Agreement") is entered into by and between COLORADO WATER CONSERVATION BOARD ("CWCB"), an agency of the State of Colorado; the COLORADO WATER TRUST ("CWT"), a Colorado nonprofit corporation; and UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservancy district ("Upper Yampa"), collectively, the Parties.

RECITALS

- A. Section 37-92-102(3), C.R.S. (2011) authorizes CWCB to acquire by lease or other contractual agreement such water, water rights, or interests in water as CWCB determines may preserve and improve the natural environment to a reasonable degree.
- B. CWT is a Colorado nonprofit dedicated to protecting and restoring stream flows in Colorado through voluntary, market-based efforts. CWT works within CWCB's acquisition program to accomplish this mission. This Agreement supports that mission.
- C. Section 37-83-105(2) authorizes water rights owners to lease or loan water to CWCB for instream flow use pursuant to a decreed instream flow water right held by CWCB and administrative approval, subject to certain conditions and procedures ("Short Term Lease Program").
- D. Under the Short Term Lease Program, an agreement may have a term for up to ten years, but may only be used for instream flows for three of those ten years. For each year the water right is used in the Short Term Lease Program, it may only be used for instream flows up to 120 days in that calendar year.
- E. Colorado snowpack totals for the spring of 2012 are similar to those of the drought year of 2002. That year, many CWCB decreed instream flows were not satisfied and the lack of water negatively impacted the state's aquatic ecosystems. This year, CWT and CWCB anticipate many decreed instream flows will not be met again. However, CWT and CWCB desire to supply stored water to those decreed, but not met, instream flows to protect Colorado's aquatic ecosystems.
- F. Upper Yampa has stored water in Stagecoach Reservoir on the Yampa River under the absolute storage water rights described in Appendix A ("Water Rights"). Upper Yampa wishes to contract with CWT and CWCB to release up to 4,000 acre-feet of water stored in Stagecoach Reservoir pursuant to the Water Rights ("Stored Water") to CWCB for instream flow use on the Yampa River, as set forth herein.

- G. CWCB holds an instream flow on the Yampa River, decreed in Case No. 6-01CW106 for 72.5 cfs (April 1 to August 14) and 47.5 cfs (August 15 to March 30), in the reach of the Yampa River extending from Morrison Creek to the inlet of Lake Catamount ("Instream Flow").
- H. Subject to the terms of this Agreement, Upper Yampa will release Stored Water for hydropower use first, and then to CWCB for instream flow purposes. CWCB will use the Stored Water to maintain the Instream Flow for a period not to exceed one hundred twenty days.
- I. Subject to the terms of this Agreement, CWT will pay Upper Yampa for the use of Stored Water.
- J. The use of the Stored Water by CWCB for instream flow purposes will require State and Division Engineer approval and final ratification by CWCB Board of Directors, pursuant to section 37-83-105(2).
- K. The amount of water to be released to CWCB by Upper Yampa under this Agreement will not exceed the amount of water decreed to the Instream Flow.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CWCB, CWT, and Upper Yampa agree as follows:

USE OF WATER RIGHTS

- 1. Term. The term of this Agreement shall be from the effective date of this Agreement, until November 1, 2012 ("Term").
- 2. Purchase Price and Payment Procedure.
 - a. For and in consideration of the payment of the sum of one hundred forty thousand and 00/100 Dollars (\$140,000) ("Purchase Price") paid to Upper Yampa by CWT and the keeping and performance of the covenants and agreements contained herein, Upper Yampa shall release to CWCB up to 4,000 AF of water stored in Stagecoach Reservoir to be used by CWCB for the Instream Flow and by CWT for other decreed uses.
 - b. Payment by CWT to Upper Yampa shall occur only upon the approval by the State and Division Engineers and acceptance by the CWCB Director of the use of the Stored Water pursuant to sections 37-83-105(2)(a)(IV) and 37-83-105(2)(b)(VII) as set forth in this Agreement.

- c. Payment by CWT shall not occur if the CWCB Director does not accept, or the State and Division Engineers deny the use of the Stored Water to be released from Stagecoach Reservoir for such purpose.
- d. CWT shall pay the Upper Yampa half the Purchase Price within 10 days after this Agreement is accepted by the CWCB Director and approved by the State and Division Engineers. CWT shall pay the remaining half no later than September 30, 2012.
- e. If the CWCB Director does not accept and the State and Division Engineers have not approved this Agreement and communicated such approval in writing to Upper Yampa by July 30, 2012, this Agreement shall terminate and be of no force and effect.

3. Operations, Accounting and Monitoring.

- a. CWCB shall notify the State and Division Engineers when the water rights are used for the Instream Flow pursuant to this approval for administrative purposes.
- b. The Parties agree to coordinate record keeping and accounting as reasonably required by the State and Division Engineers to administer the water right use for the Instream Flow.
- c. The Parties agree to coordinate to install and maintain any measuring devices or structures reasonably required by the State and Division Engineers to administer the water right use for the Instream Flow, but nothing herein shall require Upper Yampa to incur any cost to purchase or install new or modified measuring devices or structures.

4. CWCB Acceptance of Use of Stored Water. CWCB's acceptance of the use of the Stored Water is contingent upon the State and Division Engineers' determination that CWCB's use of the Water Right will not injure existing water rights of others and will not affect Colorado's compact entitlements. Approval may include terms and conditions to ensure the non-injury standard is met pursuant to section 37-83-105(2)(b)(VI).

5. First Use of Water Released. The first use of the Stored Water shall be for hydropower, a decreed use of the Stored Water.

6. Subsequent Use of Water Released. CWCB will use the Stored Water to maintain its Instream Flow. Upper Yampa shall release the water at

the rate and at the times as determined after consultations between Upper Yampa, CWCB and CWT, provided that Upper Yampa shall not be obligated to release water at a net rate of release as measured at the outlet of Stagecoach Reservoir exceeding the difference between the decreed amount of the CWCB Instream Flow on the date of such release minus the combination of (a) the then current inflow of Morrison Creek at the Yampa confluence, (b) the then rate of release to all other allottees of water in Stagecoach Reservoir who have called for release of allotted water from the Reservoir on a concurrent basis together and (c) the minimum release required to be made by Upper Yampa from Stagecoach Reservoir under the environmental and other permits authorizing construction and operation of the Stagecoach Reservoir and hydropower facilities (i.e. Upper Yampa shall not be obligated to exceed at any time a COMBINED TOTAL release rate of water in excess of the decreed Instream Flow amount (reduced by the Morrison Creek inflow at the confluence) at the time of such release, for all water deliveries under all allotment contracts from Stagecoach Reservoir including this Agreement and all minimum releases, through November 1, 2012). The Parties agree that the rate and timing of release of Stored Water will be approximately 26 cfs from July 1 to September 15. This rate can be modified at any time by mutual agreement of the Parties. Further, notwithstanding the foregoing, Upper Yampa shall not be obligated to release Stored Water more than 120 days following the date of the first release requested by CWCB. The Parties agree to cooperate to maximize the benefits of the water released in light of meteorological conditions in 2012. It is further understood that the Stored Water will be released at the outlet of Stagecoach Reservoir, that all losses by evaporation prior to release and during transit after release will be borne by CWCB, that ramping rates must be approved by Upper Yampa, and that any part of the Stored Water not released before November 1, 2012 will revert to the ownership of Upper Yampa, and CWCB will not have the right to call for the release of such Stored Water after November 1, 2012, for any purpose. CWCB releases any claim to the Stored Water downstream of its Instream Flow to CWT. CWT agrees in good faith to seek to find additional downstream uses of the Stored Water below the lowest structure in the City of Steamboat's Recreational In-Channel Diversion, provided that the arrangements for such uses and the control and delivery for such uses, and any compensation for such delivery for such uses, shall belong solely to CWT in conjunction with administration of such delivery by the Division Engineer, and Upper Yampa has no responsibility for such arrangements or implementing such arrangements beyond the release of the Stored Water at the Stagecoach Reservoir dam in accordance with this Agreement.

7. Early Releases. Before the approvals referenced in Recital J and

paragraph 4 are completed, and notwithstanding anything elsewhere set forth herein, Upper Yampa may release Stored Water to CWT for other decreed downstream uses outside of the Short Term Lease Program, in amounts and timing as mutually agreed upon by the Parties. Notwithstanding the payment schedule in paragraph 2, CWT shall pay for any water released before the approvals at a rate of \$35 per acre foot released due on or before July 31. After approval, the two payments CWT owes Upper Yampa in paragraph 2 shall be reduced pro rata by the amount CWT owes for such early releases such that the total payment from CWT to Upper Yampa under this Lease is \$140,000.

8. Inspections. Upper Yampa grants CWCB or CWT staff and any of their representatives access to the Stagecoach Reservoir subject to the Agreement at reasonable times to ensure compliance with the terms of the Agreement.

STATE AND DIVISION ENGINEER APPROVAL OF AGREEMENT

9. Statement to State Engineer. Prior to signing this Agreement, CWCB shall compile a statement requesting approval and explaining the Agreement in sufficient detail for the State Engineer to determine that implementation of this Agreement does not injure existing decreed water rights. CWT shall use its best efforts to assist CWCB in compiling said statement and in obtaining State and Division Engineer approval of this Agreement as described below.
10. Request for Approval. CWCB shall file a request for approval of this Agreement with the State and Division Engineers pursuant to Section 37-83-105, which request shall include the following information as appropriate:
 - a. Evidence of proponent's legal right to use the Stored Water;
 - b. A statement of the duration of the Water Use Agreement;
 - c. A description of the original points of diversion, the return flow pattern, the stream reach, and the time, place, and types of use of the Stored Water;
 - d. A description of the stream reach, and the time, place, and types of use of the Stored Water; and
 - e. A reasonable estimate of the historic consumptive use of the Stored Water.

11. Notice to Substitute Water Supply Plan. CWCB shall provide written notice of the request for approval of this Agreement by first-class mail or electronic mail to all parties on the substitute water supply plan notification list established pursuant to section 37-92-308 (6) for Water Division 6, and shall file proof of such notice with the Division Engineer.
12. Denial and/or Termination.
 - a. If the request for approval from the State Engineer or Division Engineer is denied in whole or in part, or if the approval is conditioned in such manner as to prevent this Agreement from being completely fulfilled, then this Agreement may be terminated within 30 days of written notice by any party to this Agreement.
 - b. If the request for approval from the State Engineer or Division Engineer is conditioned in such manner that would injure Upper Yampa's Stored Water or affect Upper Yampa's ability to refill Stagecoach Reservoir in priority, Upper Yampa may terminate this Agreement upon written notice by Upper Yampa to CWT and CWCB, but Upper Yampa shall receive compensation from CWT for Stored Water released prior to termination at the rate of \$35 per acre foot released.
13. Miscellaneous Provisions.
 - a. CWCB shall take such action as, in its sole discretion, is necessary or desirable to protect the use of the Stored Water for instream flow purposes, including requesting the Division Engineer to administer the delivery of the Stored Water through the in-stream flow reach. CWT and Upper Yampa shall work with CWCB to provide information concerning implementation and monitoring of this Agreement.
 - b. Parties will implement this Agreement in accordance with any terms and conditions imposed by the State and Division Engineers.
 - c. This Agreement shall not be assignable by any party without the prior written consent of the others.
 - c. This Agreement obligates Upper Yampa to release the Stored Water presently in storage in Stagecoach Reservoir during the period commencing on the date of this Agreement and

terminating on November 1, 2012. The term of this Agreement ends unconditionally and absolutely on November 1, 2012. Upper Yampa has no obligation to renew this Agreement for subsequent years and may decline to do so in its absolute and sole discretion.

- d. It is expressly acknowledged that Upper Yampa shall be solely responsible for operating, repairing and maintaining Stagecoach Reservoir and that Upper Yampa shall be the sole owner of the Water Rights and the dam and all facilities used in connection with the construction, operation, repair, and maintenance of Stagecoach Reservoir.
- e. Any notices required or permitted hereunder shall be sent to the addresses or email addresses set forth below, as may be changed from time to time by proper notice.

If to CWT:

Colorado Water Trust
1430 Larimer Street, Suite 300
Denver, CO 80202
Attn: Amy Beatie, abeatie@coloradowatertrust.org
Attn: Zach Smith, zsmith@coloradowatertrust.org

If to CWCB:

Colorado Water Conservation Board
Stream and Lake Protection Section
1313 Sherman Street, Room 721
Denver, CO 80203
Attn: Kaylea White, kaylea.white@state.co.us

If to Upper Yampa:

Upper Yampa Water Conservancy District
P.O. Box 775529
Steamboat Springs, CO 80477
Attn: Kevin McBride, kmcbride@upperyampawater.com

With copy to:

Weiss and Van Scoyk, LLP
600 S. Lincoln Avenue, Suite 202
Steamboat Springs, CO 80487
Attn: Robert G. Weiss, bweiss@wvsc.com

14. Limited Representations By Upper Yampa.

- a. Upper Yampa represents and warrants that it has full power and authority to execute this Agreement, allocate and deliver the Stored Water, and perform its obligations hereunder.
- b. Upper Yampa represents and warrants that the Stored Water exists in Stagecoach Reservoir as of the execution of this Agreement, and has been so stored in compliance with decreed terms of existing Water Rights decrees for Stagecoach Reservoir prior to the date of execution of this Agreement.

15. Enforcement of this Agreement.

- a. Pursuant to section 37-92-102(3), C.R.S., the terms of this Agreement shall be enforceable by each party as a water matter in a court of competent jurisdiction; provided, however, that before commencing any action for enforcement of this Agreement, the party alleging violation shall notify the other parties in writing of the alleged violation and the parties shall make a good faith effort to resolve their differences through informal consultation.
- b. Specific performance of this Agreement shall be the exclusive remedy for the failure of either party to comply with any provision of this Agreement.

16. Effective Date. The effective date of this Agreement shall be the date it is executed by all parties.

IN WITNESS HEREOF, CWCB, CWT, and Upper Yampa have executed this Agreement.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

COLORADO WATER CONSERVATION
BOARD

By: _____
NAME
TITLE

Date: _____

By: _____
Jennifer Gimbel
Director

Date: _____

COLORADO WATER TRUST

By: _____

Date: _____

NOTARIZATION

[illegible]

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of _____.

Witness my hand and official seal.

Notary Public

My commission expires:

NOTARIZATION

[illegible]

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of COLORADO WATER CONSERVATION BOARD.

Witness my hand and official seal.

Notary Public

My commission expires:

NOTARIZATION

[illegible]

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of COLORADO WATER TRUST.

Witness my hand and official seal.

Notary Public

My commission expires:

Water Use Agreement - Appendix A. Water Rights

Name	Amount Absolute	Adjud Date	Approp Date	Case No.
Stagecoach Reservoir 2nd filling	6,670 AF	12-31-1997	3-1-1996	97CW0084
Pleasant Valley Reservoir	20,854 AF	5-30-1972	6-29-1959	CA3926 W946-76 92CW0026
Bear Reservoir	11,614.2 AF	3-30-1964	9-30-1961	CA3538 92CW0026
Four Counties Ditch #1 & #3	151 cfs (302 AF/day)	3-30-1964	6-2-1958	W1091-76 92CW0026 95CW0116
Ditch Rights pursuant to 95CW0078 (<i>Yellow Jacket, Union, Little Chief</i>)	514.8 AF*	9-22-1892 9-20-1906 9-14-1946	10-22-1889 11-14-1889 9-2-1904 6-1-1918 6-1-1919	95CW0078

**Reflects reduced CU amount pursuant to 89CW16. 37.5 AF of the Union Ditch CU was dedicated to wetland development and maintenance, water supply for water fowl ponds and recreation uses.*

Decreed Beneficial Uses:

Case Nos. CA3538, 92CW0026 Bear Reservoir

Domestic, municipal, irrigation, stock watering, industrial, hydropower generations of electricity, mining, recreation and piscatorial uses. (92CW0026, Paragraph 11F)

Case No. 92CW0026 Pleasant Valley Reservoir

Domestic, municipal, irrigation, stock watering, industrial, hydropower generations of electricity, mining, recreation and piscatorial uses. (92CW0026, Paragraph 11F)

Case No. 95CW0078 Ditch Rights

Municipal, Domestic, Industrial, Irrigation, Stock Watering, Recreation, Piscatorial, Power Generation, Evaporation, Augmentation, and Exchange

Case Nos. 92CW0026, 95CW0116 & W1091-76 Four Counties Ditch

Domestic, Municipal, Irrigation, Industrial, Generation of Electric Power and Energy, Mining, Recreation and all other Beneficial Uses.