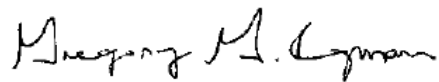


DISTRICT COURT, LA PLATA COUNTY, COLORADO Court Address: 1060 East 2nd Avenue, Room 106, Durango, CO, 81301-5157	DATE FILED: October 9, 2013 12:10 PM   <div style="text-align: center;"> <b>⚠ COURT USE ONLY ⚠</b> </div> Case Number: 2011CW41 Division: 1                      Courtroom:
In the Interest of: EDMONT RANCH METROPOLITAN DISTRICT	
<b>Order: Proposed Findings of Fact, Conclusions of Law, Judgment and Decree of the Court</b>	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 10/9/2013



GREGORY G LYMAN  
 District Court Judge

DISTRICT COURT, WATER DIVISION No. 7, COLORADO Court Address: 1060 East Second Avenue, Durango, CO 81301. Telephone No.: (970) 247-2304  IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF EDMONT RANCH METROPOLITAN DISTRICT  IN THE FLORIDA RIVER WATERSHED IN LA PLATA COUNTY	▲COURT USE ONLY▲
	Case No.: 11CW41  Div.: Ctrm.:
<b>FINDINGS OF FACT, CONCLUSIONS OF LAW,          JUDGMENT AND DECREE OF THE COURT</b>	

This matter, having come before the Water Court under an application for water rights filed by Applicant, and the Court, having considered the pleadings, the comments of the Division Engineer, the stipulations of the parties, and otherwise being fully advised, does hereby find, conclude and decree as follows:

#### FINDINGS OF FACT

1. The Applicant, Edgemont Ranch Metropolitan District (“ERMD” or “Applicant”), c/o Richard Cortese, 5972 CR 234, Durango, CO 81301, by its attorney Geoffrey M. Craig of The Craig Law Firm P.C., filed an Application for Approval of Plan for Augmentation on July 29, 2011 (the “Application”).
2. The water clerk caused notice of the Application to be published in accordance with C.R.S. § 37-92-302(3). The Application was published both in the resume for Water Division No. 7 and in the Durango Herald newspaper, which has general circulation in La Plata County. Applicants filed proof of publication with the court on September 6, 2011.
3. Pursuant to C.R.S. 37-92-302, Statements of Opposition were timely filed by the the City of Durango, through its attorney Veronica A. Sperling of Buchanan and Sperling, P.C., and by the Colorado Water Conservation Board, through its attorney Susan J. Schneider of the Colorado Attorney General’s Office. No other statements of opposition were filed and the time for filing them has expired.
4. The Court has duly considered any comments from the Division Engineer in entering this ruling.

## Plan for Augmentation

5. Names of structures to be augmented: Spring Valley Pipeline, decreed in Case No. 83CW114 and Edgemont Ponds, described in Figure 1.

a. Spring Valley Pipeline

i. Prior Decrees: Case No. 83CW114, District Court, Water Division No. 7, entered on December 31, 1983, amended on March 20, 1984; Case No. 87CW76, District Court, Water Division No. 7, entered on March 28, 1988; Case No. 93CW59, District Court, Water Division No. 7, entered on May 18, 1994; Case No. 00CW31, District Court, Water Division No. 7, entered on February 28, 2002; Case No. 08CW08, District Court, Water Division No. 7, entered on December 10, 2008.

ii. Legal Description of Structure: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 17, T35N, R8W, NMPM, 130 feet from the West section line and 175 feet from the North section line of said Section 17.

iii. Amount: 2.5 cfs, Conditional.

iv. Source: Florida River.

v. Appropriation Date: August 10, 1981.

vi. Decreed Uses: Municipal and commercial.

vii. Other water rights decreed to this structure: Ogden-Shirmer Ditch water right, changed to the Spring Valley Lake Pipeline point of diversion in Case No. 83CW19, District Court, Water Division 7, entered on September 7, 1983, in the amount of 1 cfs (Priorities F-30 and F-40); and Spring Valley Lake Pipeline, decreed for 2 c.f.s. in Case No. 83CW19.

b. Edgemont Ponds

i. Legal Description of Structures:

1. Edgemont Pond #1: NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 18, T35N, R8W, NMPM, 376 feet from the North section line and 26 feet from the East section line.
2. Edgemont Pond #2: SE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 7, T35N, R8W, NMPM, 585 feet from the South line, and 1865 feet from the West line.
3. Edgemont Pond #3: SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 18, T35N, R8W, NMPM 1910 feet from the North Section line and 2367 feet from the West Section line.
4. Wastewater treatment ponds:

- a. NE1/4SW1/4, Section 18, T35N, R8W, NMPM, 2135 feet from the South section line and 2554 feet from the West section line.
- b. NW1/4SE1/4, Section 18, T35N, R8W, NMPM, 2270 from the South section line and 2490 feet from the East section line.
- c. NW1/4SE1/4, Section 18, T35N, R8W, NMPM, 2355 feet from the South section line and 2355 from the East section line.
- d. NW1/4SE1/4, Section 18, T35N, R8W, NMPM, 2427 feet from the South section line, and 2584 from the East section line.

6. Water rights to be used for augmentation.

a. 11.5 acre-feet of the 114 acre-feet of water decreed for storage in Lemon Reservoir under Case Nos. W-1689-77 through W-1695-77, Water Division 7, as amended by the Water Court on January 26, 1994, and further described as follows:

i. Case No. W-1689-77: 22.4 acre-feet from Miller Creek Ditch changed to storage in Lemon Reservoir; appropriation dates April 17, 1894 and June 1, 1905; priorities F-32 and F-65.

ii. Case No. W-1690-77: 28.4 acre-feet from Duff Creek Ditch, changed to storage in Lemon Reservoir; appropriation date, April 14, 1894; priority F-36.

iii. Case No. W-1692-77: 4.4 acre-feet from Ogden Creek Ditch, changed to storage in Lemon Reservoir; appropriation date April 20, 1894; priority F-35.

iv. Case No. W-1693-77: 9.8 acre-feet from Young-Thurston Ditch, changed to storage in Lemon Reservoir; appropriation date May 18, 1888; priority F-37.

v. Case No. W-1694-77: 35.9 acre-feet from Blodgett East Side Ditch, changed to storage in Lemon Reservoir; appropriation date, June 15, 1881; priority F-12.

vi. Case No. W-1695-77: 13 acre-feet from Reiter Ditch, changed to storage in Lemon Reservoir; appropriation date May 10, 1910; priority F-83.

Applicant may also use water decreed to Lemon Reservoir in Case No. 07CW91, District Court, Water Division 7 if approved by FWCD and a valid contract between FWCD and Applicant is executed.

b. Type of water right: storage rights.

c. Legal description of point of diversion. The above-described water rights

are stored in Lemon Reservoir, the axis of the dam of which is located in Sections 17 and 20, T36N, R7W, NMPM, beginning at a point on the right abutment, from whence the SW corner of Section 17, aforesaid bears S84 degrees 4'W, a distance of 1,699.6 feet, thence S63 degrees 22'E, a distance of 1,320.0 feet, to a point on the end of the axis of the dam on the left abutment thereof.

d. Source of water: Florida River

e. Amount of water to be used in this plan for augmentation: Applicant intends to use up to 11.5 acre-feet to augment depletions resulting from out-of-priority diversions under the Spring Valley Pipeline water right during the non-irrigation season, as defined below, plus conveyance losses from Lemon Reservoir to the point of diversion of the Spring Valley Pipeline. See Table 3, attached hereto and discussion of CWCB Releases in Section 7(n).

f. Current uses: irrigation, stockwatering, and augmentation.

7. Statement of plan for augmentation

a. This augmentation plan applies only to the ERMD's use of Lemon Reservoir water for augmentation of depletions resulting from out-of-priority diversions at the Spring Valley Pipeline during the non-irrigation season, which for purposes of this decree is defined as the period from September 28 of each year through May 14 of the following year ("Non-Irrigation Season").

b. Applicant currently diverts in the Non-Irrigation Season under its Spring Valley Pipeline water right, decreed for 2.5 cfs in Case No. 83CW114 with a 1981 appropriation date. However, because the Spring Valley Pipeline water right is a relatively junior water right, the ERMD desires to have augmentation water available in the event of a call on the Florida River during the Non-Irrigation Season senior to the Spring Valley Pipeline water right. Eventually, the ERMD plans to construct the Spring Valley Lake ("SVL") Reservoir, decreed in Case Nos. 83CW19 and 09CW34 to provide any necessary augmentation water during the Non-Irrigation Season. Until the SVL Reservoir is built, the ERMD plans to utilize augmentation water from Lemon Reservoir to replace depletions resulting from out-of-priority diversions under the Spring Valley Pipeline water right during the Non-Irrigation Season when there is a call on the Florida River. Currently, the ERMD plans to construct the SVL Reservoir when 600 units have been developed within the ERMD. However, to provide flexibility and augmentation insurance in the event the SVL Reservoir is constructed later than that, the ERMD plans to utilize 11.5 acre feet of water from Lemon Reservoir through a water service contract to replace depletions resulting from out-of-priority diversions under the Spring Valley Pipeline water right during the Non-Irrigation Season for 944 units, the current maximum allowed build out within the ERMD.

c. Through a water service contract with the Florida Water Conservancy

District (“FWCD”), the ERMD will provide augmentation water from Lemon Reservoir, as needed, to augment depletions resulting from out-of-priority diversions under the Spring Valley Pipeline water right for in-house usage within the ERMD and to replace evaporation from the Edgemont Ponds during the Non-Irrigation Season.

d. Based on several years of diversion records (2003-2010), the ERMD’s average water diversion per home for in-house use during the Non-Irrigation Season is 3,073 gallons per month. *See* Table 1. The average in-house water use per home in the 2003-2004 period was 4,007 gallons per month (the highest in the period of record), in 2006-2007 it was 2,453 gallons per month, in 2008-2009 it was 2,731 gallons per month, and in 2009-2010 it was 2,809 gallons per month. *See* Table 1. Based on the historical average, the ERMD’s total depletions during the Non-Irrigation Season at full build out would be 9.35 acre-feet. However, to be conservative, the ERMD will lease 11.5 acre-feet of augmentation water from the FWCD, which is sufficient water to replace the ERMD’s depletions during the Non-Irrigation Season based on its highest water use year of 2003-2004 and evaporation loss from the Edgemont Ponds. *See* Tables 1 and 3.

e. The ERMD uses a central sewer treatment system, and will use a consumptive use assumption for in-house use of 5% of the diversion amount, as decreed in Case No. 83CW19. Currently the ERMD has 344 homes on the system, which would consume an average of 0.21 acre-feet per month for in-house use during the Non-Irrigation Season assuming 2003-2004 usage levels, or a total of 1.58 acre-feet for the 7.5 month Non-Irrigation Season. 600 homes would consume 0.37 acre-feet per month for in-house use during the Non-Irrigation Season at 2003-2004 use levels, or a total of 2.77 acre-feet of water for the 7.5 month Non-Irrigation Season. Full build out within the ERMD is currently limited to a maximum of 944 units (residential or equivalent commercial units). In-house consumptive use for 944 units during the Non-Irrigation Season would average 0.58 acre-feet per month, or 4.38 acre-feet of water for the 7.5 month Non-Irrigation Season. *See* Table 3.

f. ERMD has existing storage ponds, including wastewater treatment plant lagoons, with a maximum surface area of 3.93 acres. *See* Figure 1. The pond evaporation assumptions and total evaporation during the Non-Irrigation Season that will be replaced by pond filling are set forth in Section 7(g)(2) below and in Table 2.

g. The following summarizes ERMD’s depletion assumptions and maximum depletions resulting from diversions under the Spring Valley Pipeline water right during the Non-Irrigation Season to be augmented from Lemon Reservoir:

(1) In-house consumptive use with central sewer treatment system: 200 gallons per month for each residence served based on an average diversion amount of 4007 gallons per month per home and 5% of the diversion amount consumptively used; equals 0.0046 acre-feet per home for the Non-Irrigation Season. Monthly breakdown of diversions and depletions at full build out is outlined in Table 3.

(2) Pond evaporation consumptive use: 43 inches gross annual evaporation per surface acre, 16.66 inches per acre of which occurs during the Non-Irrigation Season, resulting in 5.46 acre-feet of total evaporation during the Non-Irrigation Season for 3.93 acres of ponds. *See* Table 2, attached hereto.

(3) Total consumptive use: Based on these consumptive use assumptions, the depletions from the proposed uses for the Non-Irrigation Season for full build out of 944 units will be as follows:

4.38 acre-feet for in-house use inside 944 residences using a central waste water treatment system; +

5.46 acre-feet of pond evaporation for 3.93 surface acres of ponds;

= 9.84 acre-feet, total depletion: *See* also Table 3, attached.

h. The assumption for conveyance losses between Lemon Reservoir and the point of diversion for the Spring Valley Pipeline which shall be used under this decree is 6.25% of the amount released. *See* Table 3. Thus, at full build out, maximum depletions plus conveyance losses are 10.5 acre-feet. *See* Table 3. ERMD has entered into a Water Reservation Agreement with the FWCD reserving 10.5 acre-feet per year of water in Lemon Reservoir. *See* Exhibit 1, attached hereto. Applicant intends to lease an additional one (1) acre-foot from the FWCD to provide additional augmentation water for call periods as set forth in Section 7(i), as necessary, and for CWCBC Releases as described in Section 7(n) (“the Extra 1 Acre-Foot”). Within thirty days of execution of this Decree by the Court, Applicant shall deliver to the FWCD a completed and signed Third Party Agreement for Purchase of Florida Project Storage Water for Long Term Water Service (“Third Party Contract” ) for 11.5 acre-feet, in the form of Exhibit B attached hereto, together with the first year payment. The Third Party Contract shall provide for releases of augmentation water from Lemon Reservoir to replace out-of-priority depletions during the Non-Irrigation Season as required under the terms of this decree. This Decree is expressly contingent on the BOR, FWCD, and Applicant entering into a Third Party Contract. Applicant shall provide a fully executed Third Party Contract to the Division Engineer within six months of the entry of Decree. If Applicant shall fail to provide the Third Party Contract, the Division Engineer shall notify the Court, and this matter shall be set on the docket for a compliance review.

i. To protect senior water users during the Non-Irrigation season, releases will be made from Lemon Reservoir on a weekly basis (or more frequently as determined by the Division Engineer and as approved by the FWCD) during the time period when there is a call on the Florida River senior to the priority date of the Spring Valley Pipeline water right. The amount of water released on a weekly basis will be determined based on Applicant's reporting the number of homes served as set forth in Section 7(k), and applying the depletion assumptions for those uses and Applicant's reporting the pond surface area and applying the pond evaporation loss as set forth in paragraph 7(g) above. This

augmentation plan does not cover any other use, and ERMD's use of water for any purpose other than in-house use or pond evaporation would require an amendment to this plan. As a check on the water assumption based on 2003-2004 usage, the ERMD will also meter its water use and report such use to Division of Water Resources as set forth in Section 7(l), or as requested by the Division Engineer and/or FWCD. In the event metering records demonstrate that water diversion for in-house during the Non-Irrigation Season is higher than the assumption described in paragraph 7(g)(1), augmentation will be supplied based on actual water delivered for in-house use multiplied by 5% depletion. If the ERMD's actual water use for all uses combined would cause its out of priority depletions plus conveyance losses to exceed 11.5 acre feet during the Non-Irrigation Season of any year, the ERMD will either lease additional water from the FWCD or reduce its diversions by the amount required to ensure that all out of priority depletions are replaced.

j. Applicant, or its successors in ownership of the water rights under the Decree, shall be responsible for ensuring that out of priority depletions within the ERMD during the Non-Irrigation Season do not exceed 11.5 acre feet, or such greater amount of water the ERMD may lease from the FWCD as set forth in Section 7(i) above, after deducting conveyance losses from Lemon Reservoir to the Spring Valley Pipeline point of diversion. Applicant will be the contact for purposes of correspondence and administration by the Division Engineer. If a different contact will be used, Applicant will provide the Division Engineer notice in writing.

k. Applicant shall report to the Division of Water Resources, by September 15th of each year, the number of homes to be served within the ERMD for the ensuing Non-Irrigation Season, and their related depletions during the Non-Irrigation Season as determined by the consumptive use numbers for the uses set forth in Section 7(g). Based on this information, the pond evaporation depletions in Section 7(g)(2) and the metering records required under Section 7(l) below, the Division Engineer shall order weekly releases from Lemon Reservoir (or more frequently as determined by the Division Engineer and as approved by the FWCD) during any call period in the Non-Irrigation Season to replace out-of-priority depletions. If Applicant serves additional homes not covered by the September 15th report, Applicant shall report such additional water uses to the Division Engineer as soon as they are known, so the Division Engineer can make necessary adjustments to the releases from Lemon Reservoir.

l. Each home served by ERMD shall have a meter and all water delivered shall run through those meters. Additionally, Applicant shall install a totalizing flow meter at the water treatment plant, and all water being placed into the ERMD distribution system shall flow through this meter. All water delivered to the ERMD customers during the Non-Irrigation Season shall be metered, and Applicant shall record meter readings at least monthly during the Non-Irrigation Season. Applicant will supply metering records, and summaries of diversions and depletions to the Division Engineer on a monthly basis during any call period within the Non-Irrigation Season, and such reports shall provide a weekly accounting of diversions and depletions.

m. ERMD will supply the accounting described in Sections 7(k) and (l) above on accounting forms similar to those attached as Tables 4 and 5.

n. (1) The parties agree that the 11.5 acre-feet of augmentation water Applicant leases in Lemon Reservoir, or such greater amount leased as described in Section 7(i), will be released in accordance with the monthly amounts set forth in Table 3, Column 11, attached hereto, with the frequency set forth in Section 7(i), whether or not there is a call on the River during the Non-Irrigation Season, and whether or not Applicant needs all that water to replace its depletions, as long as the water is leased by Applicant and available to Applicant for release.

(2) Augmentation water that is required to replace ERMD's depletions during a call by senior water user(s) will be released as set forth in Section 7(i), as part of the release under Section n(1) above.

(3) Augmentation water which does not need to be released to replace Applicant's depletions when there is no senior call on the Florida River, shall be released in accordance with Section n(1) for exclusive use by CWCB to preserve the natural environment to a reasonable degree up to the flow rates decreed to CWCB for instream flow on the Florida River if the flow in the River is less than the CWCB decreed instream flow rights as measured at a point to be agreed upon by the Division Engineer, Applicant, CWCB and FWCD ("CWCB Releases"). Transit losses of not less than 0.625% per mile from Lemon Reservoir to the agreed upon measuring point shall be assessed to the CWCB Releases. CWCB Releases will be made during the Non-Irrigation Season. The amount released for instream flow use by the CWCB for each time period will be the amount set forth in Column 11, Table 3, minus the amount released for augmentation to replace ERMD's depletions as set forth in Section 7(i), and may be up to 11.5 acre-feet per year, when there is no call during the non-irrigation season. CWCB Releases shall be effectuated pursuant to a water delivery agreement between Applicant and the CWCB dated July 30, 2013, a copy of which is attached hereto as Exhibit C.

CWCB shall use the CWCB Releases to help maintain stream flows in the Florida River through CWCB's decreed instream flow reach to preserve the natural environment in amounts up to the decreed rates in Case No. W-1763-77, as shown below:

<b>CWCB Case No.</b>	<b>Stream/Lake</b>	<b>Amount (cfs)</b>	<b>Approp. Date</b>	<b>Watershed</b>	<b>County</b>
W-1763-77	Florida River - outlet of Lemon Res to confl Salt Ck (27 miles)	7 cfs (07/01-10/14) 14 cfs (10/15-06/30)	1/19/1977	Animas	La Plata

CWCB Releases will be released during the time periods set forth in Section (n)(3) above, unless CWCB, Applicant, and the FWCD agree on a modified time period and rate. If modified time period and rates are proposed for the CWCB Releases, CWCB and

Applicant shall provide written notice to the Division Engineer by September 1<sup>st</sup> of each year, provided that the amount of CWCB Releases shall not exceed the amount available for such releases as described in this Section and further provided that Applicant's ability to provide augmentation water as required by Section 7(i) is not impaired.

o. At times during the Non-Irrigation Season when the Florida River flows, as measured at the closest Florida River gauge below ERMD's diversion point, are below the level of CWCB's instream flow rights decreed in Case No. W-1763-77, ERMD shall limit its diversion amount under this Decree to 0.42 cfs.

p. In order to assure that releases from Lemon Reservoir can be delivered to the location required to replace depletions hereunder or the location for use for instream flow, state water administration officials must be able to measure and convey the water released from Lemon Reservoir past any headgates and/or diversion structures on the Florida River between Lemon Reservoir and the point of diversion for Spring Valley Pipeline, including the City of Durango's diversion structure on the Florida River. If state water administration officials are not able to measure and convey such releases from Lemon Reservoir past intervening headgates and/or diversion structures without the use of additional structures capable of measuring and bypassing such releases past such headgates and/or diversion structures, Applicant shall be required to install such additional structures at Applicant's expense prior to use of releases from Lemon Reservoir for augmentation or instream flow use hereunder. The design of any such additional structure shall be subject to approval by state water administration officials, the owner of any affected headgate or diversion structure in the vicinity of any such additional structure and the owner of any headgate or diversion structure that Applicant proposes to alter as part of installation of any such additional structure. Any such additional structure that is installed must be approved by state water administration officials prior to use of releases from Lemon Reservoir for augmentation or instream flow use hereunder.

8. The augmentation plan described above, if operated and administered in accordance with the terms and conditions of this Decree, will adequately replace depletions resulting from in-house use within the ERMD and from evaporation losses from the Edgemont Ponds during the Non-Irrigation Season in time, amount, and location, and the parties agree that Applicant's diversions under this plan during the Non-Irrigation Season will not be curtailed except pursuant to Section 12 below.

### **CONCLUSIONS OF LAW**

9. The foregoing paragraphs are incorporated herein to the extent that said paragraphs contain conclusions of law.

10. The Application having been published as required by law, the Court has jurisdiction over these proceedings and over all persons and water rights affected thereby, whether they have appeared or not.

11. Full and adequate notice of these proceedings and the matters adjudicated herein has been given in the manner required by law.

12. The State Engineer and Division Engineer are lawfully required to administer diversions under the water rights which are the subject of this Decree pursuant to Colorado law. The State Engineer and Division Engineer, pursuant to C.R.S. §37-92-305(8), shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

13. Applicant has met all burdens of proof and complied with all standards and burdens of proof applicable to plans for augmentation.

14. Applicant's plan for augmentation is contemplated and authorized by law, and if implemented and administered in accordance with the terms and conditions of this decree, will not injuriously affect the owners of or persons entitled to use water under a vested water right or a decreed conditional water right.

**IT IS THEREFORE, ADJUDGED AND DECREED** that:

15. The provisions of paragraphs 1-14 above are incorporated herein.

16. The plan for augmentation described in this decree is approved subject to the terms and conditions of this decree, and shall be administered according to the terms herein.

17. Applicants shall comply with the orders of the State or Division Engineer to install necessary measuring devices and shall keep records and make reports to the State or Division Engineer as reasonably required.

18. Pursuant to C.R.S. §37-92-304(6), the Court shall retain jurisdiction over the plan for augmentation decreed herein for a period beginning with the date of this decree and ending three (3) years following the development of six hundred (600) units within the ERMD, to reconsider the question of injury to the vested water rights of others. Applicant shall file with the Court and serve on Objectors and the Division Engineer, notice in writing when 600 units have been developed, and the three year period referenced herein shall begin upon filing and service by Applicant of such written notice.

19. Nothing in this Decree is intended to modify, nor shall it be interpreted as modifying, the decree in Case No. 83CW019, as it has been amended from time to time.

20. This Decree is approved by the parties pursuant to their settlement and compromise of issues in this case, and no trial was held in this matter. This Decree shall not be construed as setting any precedent in other cases, and the findings of fact and conclusions of law contained herein shall be binding on the parties only in this case and not in any other cases or matters.

21. The plan for augmentation approved in this Decree does not constitute a selective subordination of CWCB's water rights on the Florida River to Applicant's diversions hereunder, and shall not be construed as creating a selective subordination.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gregory G. Lyman, Water Judge

APPROVED AS TO FORM:

THE CRAIG LAW FIRM P.C.

By: Geoffrey M. Craig  
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Date: 10/8/13

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Date: \_\_\_\_\_

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Attorney for Colorado Water Conservation Board

Date: \_\_\_\_\_

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gregory G. Lyman, Water Judge

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Date: \_\_\_\_\_

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gregory G. Lyman, Water Judge

APPROVED AS TO FORM:

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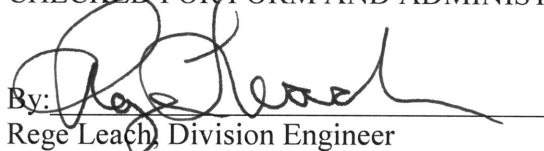
Date: \_\_\_\_\_

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susan.schneider@state.co.us  
Attorney for Colorado Water Conservation Board

Date: 8/28/13

CHECKED FOR FORM AND ADMINISTRABILITY:

By: 

Rege Leach, Division Engineer  
Colorado Water Resources, Division No. 7  
160 Rock Point Dr., Suite E  
Durango, Colorado 81301  
(970) 247-1845

Date: 8-28-13

Attachment to Order - 2011CW41

## Water Reservation Agreement

This Agreement is made this 27 day of Sept, 2011, by and between the Florida Water Conservancy District (FWCD) and the Edgemont Ranch Metropolitan District.

WHEREAS, FWCD has decreed to it the use of up to 114 acre feet of water stored in Lemon Reservoir for use in plans of augmentation (Order Amending Decree, Case Number W-1689-77 through W-1695-77, Water Court Division 7); and

WHEREAS, FWCD is leasing said decreed water pursuant to long term water service agreements with water users for use in plans of augmentation and substitute water supply plans; and

WHEREAS, Applicant has demonstrated to FWCD a need to lease 10.5 acre feet of water from FWCD to replace Applicant's stream depletions from the Florida River; and

WHEREAS, Applicant intends to use diligent efforts to complete a plan of augmentation or substitute water supply plan for use of this water within the time period set forth by this Agreement.

NOW THEREFORE, for consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. FWCD will reserve to Applicant 10.5 Acre Feet of Water per year for release to the Florida River, subject to Applicant's entering a long term water service contract for the release from Lemon Dam of up to 10.5 acre feet of water annually as decreed in Order Amending Decree, Case Number W-1689-77 through W-1695-77, Water Court Division 7, as amended, to replace Applicant's Florida River depletions as set forth in a plan of augmentation or substitute water supply plan. The right to lease water will be subject to the terms and conditions of a Third Party Agreement for Purchase of Florida project Storage Water for Long-Term Water Service, by and between Applicant, FWCD, and the United State Bureau of Reclamation.
2. Applicant will pay the sum of \$4,200.00 as consideration for this reservation.
3. This reservation will expire one year from the origination date first set forth above.
4. If applicant desires an additional one year reservation, Applicant shall pay the additional sum of \$4,200.00 on or before the expiration date, together with a letter of intent to renew this agreement for one additional year. The additional one year reservation will expire two years from the date first set forth above.
5. If applicant desires additional extensions beyond the two years set forth herein, Applicant must petition FWCD for an additional extension of its reservation, which may be approved or denied in the discretion of FWCD.

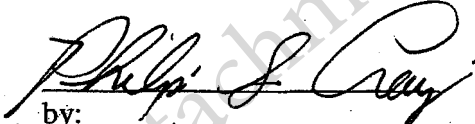
6. This Agreement does not confer any water rights on Applicant, nor is Applicant eligible for release of water from Lemon Reservoir by entering this Agreement. This Agreement is only for the reservation of an increment of water that may be leased pursuant to a long term water service agreement with FWCD and the United States of America Bureau of Reclamation (BOR). No water will be released from Lemon Reservoir for the benefit of Applicant unless Applicant, FWCD, and BOR execute a "Third-Party Agreement for Purchase of Florida project Storage Water for Long-Term Water Service", and pays all sums due thereunder. Inasmuch as BOR is not a party to this reservation agreement, FWCD asserts that BOR has not approved release of project water to augment the purpose set forth in Applicant's reservation request and BOR may approve or disapprove of any water service agreements submitted, whether or not Applicant has a reservation agreement.

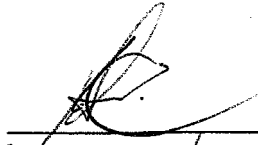
7. FWCD reserves the right to file a statement of opposition or other objection to any water rights application or substitute water supply plan filed by applicant. Whether or not FWCD is a party to Applicant's water rights case(s), Applicant must obtain approval for any decree or substitute water supply plan prior to approval by the Court and/or State Engineer. If approval is not obtained, FWCD will not enter into a long term water service agreement with Applicant.

8. If Applicant utilizes an engineer and attorney other than the engineer and attorney utilized by FWCD for the preparation and filing of its augmentation or substitute water supply plan, Applicant shall pay all attorney's fees and engineering costs incurred by FWCD in reviewing or opposing any plan of augmentation and/or substitute water supply plan that contemplates the use of FWCD's water right.

FLORIDA WATER CONSERVANCY DISTRICT

EDGEMONT RANCH METROPOLITAN  
DISTRICT

  
by: \_\_\_\_\_  
its: President

  
by: \_\_\_\_\_  
its: Secretary/Treasurer

Contract No. \_\_\_\_\_  
Acre-feet purchased: \_\_\_\_\_ Acre Feet

**FLORIDA WATER CONSERVANCY DISTRICT**

**THIRD-PARTY AGREEMENT  
FOR PURCHASE OF FLORIDA PROJECT STORAGE WATER  
FOR LONG-TERM WATER SERVICE**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Florida Water Conservancy District, the United States and the buyer identified below (Buyer).

**RECITALS**

A. The District has entered into a Long-Term Water Service Contract with the United States of America (the United States), acting through the Secretary of the Interior, pursuant to The Reclamation Act of 1902 (Act of June 17, 1902, 32 Stat. 388) and all acts amendatory and supplementary thereto, and particularly pursuant to the contracting authority of Section 9(c)(2) of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187) and the general authorization for municipal, industrial, and other miscellaneous beneficial uses provided by the Colorado River Storage Project Act approved April 11, 1956 (70 Stat. 105), for 114 acre-feet of water stored in Lemon Reservoir, a participating Project of the Colorado River Storage Project (District Contract). The terms of the District Contract are incorporated into this Agreement by this reference, and a copy is available upon request.

B. The District Contract authorizes the District to resell up to 114 acre-feet of water for municipal and industrial use and other miscellaneous beneficial uses, other than commercial agricultural irrigation, including but not limited to augmentation uses subject to the terms and conditions of the District Contract.

C. The District is providing the water described in this Agreement for use as replacement water to the Florida River to augment depletions by the applicant specifically identified in Article 2 below. The water is provided by the District pursuant to the terms and conditions of the Plan for Augmentation decreed in Case No. \_\_\_\_\_, Water Division 7, or substitute water supply plan.

**AGREEMENT**

In consideration of the mutual and dependent covenants contained herein, the parties to this Agreement agree as follows:

1. This Agreement shall become effective upon execution of the Agreement by the District,

subject to the approvals required by Article 15, and shall expire \_\_\_\_\_, 20\_\_\_. This Agreement is subject to and limited by the terms of the District Contract.

1.1 Pursuant to the Act of June 21, 1963 (77 Stat. 68), renewal of this contract may be performed upon written request from the Buyer not less than one year prior to expiration of this contract. Renewal of this contract shall be upon such terms and conditions as may be mutually agreeable to the United States, the District, and the Buyer. Any such renewal shall be subject to applicable Federal law, State law, and Reclamation policy in existence at the time of renewal.

2. The depletions to be augmented by release of water pursuant to this Agreement are described in detail on the document attached to this Agreement as EXHIBIT A. (Attach augmentation plan or substitute water supply plan.)

3. The amount of water purchased by Buyer under this Agreement is \_\_\_\_\_ Acre Feet.

4. For the water purchased under this Agreement, the Buyer agrees to pay the District as follows:

4.1 Upon signing this Agreement, the Buyer shall pay to the District:

4.1.1 \$ \_\_\_\_\_ minimum charge for one acre-foot or less to reimburse the District for costs of administration of this Agreement and the District Contract; plus

4.1.2 \$ \_\_\_\_\_ per acre-foot for each acre-foot of water purchased by the Buyer, the Colorado River Storage Project M&I water rate, as calculated annually by the Bureau of Reclamation according to the terms of the District Contract; plus

4.1.3 \$ \_\_\_\_\_ per acre-foot for annual system improvement costs and water conservation activity costs, and replacement costs, all associated with the Project Works; plus

4.1.4 \$ \_\_\_\_\_ per acre-foot for annual operation and maintenance of Project Works.

Total amount paid by the Buyer upon signing this Agreement: \$ \_\_\_\_\_ (4.1.1 if one acre-foot or less or  $4.1.1 \times \text{acre-feet purchased}$  if greater than one acre-foot +  $4.1.2 \times \text{acre-feet purchased}$  +  $4.1.3 \times \text{acre-feet purchased}$  +  $4.1.4 \times \text{acre-feet purchased}$ ).

*Example 1: Buyer is purchasing two acre-feet in 2009.*

*Total amount paid is \$1,018.66 or (\$200 x 2 plus \$85.23 x 2, plus \$211.66 x 2, plus \$12.44 x 2);*

*Example 2: Buyer is purchasing one half acre-foot in 2008.*

*Total amount paid is \$354.67 or (\$200 plus \$85.23 x 0.5, plus \$211.66 x 0.5, plus \$12.44 x 0.5)..*

4.2 Commencing in the calendar year following the year in which this Agreement is signed, the Buyer shall pay to the District annually the Colorado River Storage Project M&I water rate, as calculated for such year by the Bureau of Reclamation, plus the annual administration costs for each acre-foot of water purchased, plus the annual system improvement, replacement and water conservation activity costs for each acre-foot of water purchased, plus the operation and maintenance costs for each acre-foot of water purchased as calculated for such year by the Florida Water Conservancy District. The rates may be adjusted by the District as necessary to ensure that costs identified in Articles 4.1.1, 4.1.3 and 4.1.4 are recovered. The derivation of rates, as adjusted by the District shall be available upon request of the Buyer pursuant to Article 14.

4.3 On or before the last day of February of each year during the term of this Agreement, the District shall mail an invoice pursuant to Article 4.2 and a form to be completed by Buyer, itemizing monthly well diversions and depletions for the prior year described in Article 2 as reflected by Buyer's flow meter to Buyer's last known address, as reflected in the District's records.

4.4 In the event that the District incurs additional attorney's fees, engineering fees or other costs in connection with Buyer's plan of augmentation or substitute water supply plan including, but not limited to providing evidence in such case, Buyer will reimburse the District those costs within 30 days of invoicing. All balances remaining after 30 days will incur interest at a rate of ten percent (10%) per annum.

4.5 On or before March 31st, Buyer shall return the completed diversion record provided by the District pursuant to Article 4.3, together with payment of the total amount due as described in the invoice.

4.6 The District shall pay all sums collected from Buyer, as described in Article 4.1.2 above, to the United States; provided, however, that all other cost reimbursements described in Article 4.1 will be retained by the District.

5. By signing this Agreement, Buyer acknowledges, represents and warrants to the District:

5.1 That the information provided by Buyer to the District on EXHIBIT A is correct to the best of Buyer's knowledge;

5.2 That Buyer has read and understands the District Contract incorporated by reference to this Agreement and agrees to be bound by its terms, as applicable;

5.3 That the Plan for Augmentation or substitute water supply plan described in Recital C above requires that all subject wells must have totalizing flow meters installed and maintained in good working order.

5.4 When available, water purchased under this Agreement will be released

from Lemon Reservoir and delivered to the Florida River at the outlet works of Lemon Dam upon request of the Division Engineer, Water Division 7, at times and in amounts determined by the Division Engineer, and only for the purpose of providing replacement water to the Florida River to augment depletions specifically identified in Article 2. The Third Party Contractor recognizes that it cannot request scheduled releases from Lemon Dam which would damage Project facilities. The District will not open dam gates to satisfy the water purchased hereunder once gates are closed, which normally occurs at the end of the irrigation season, but may occur at other times for maintenance purposes, or due to natural disaster such as fire. Third Party Contractor agrees that it may not request release of water purchased hereunder after such gates are closed unless the District confirms that it can satisfy the requested release through the Lemon Reservoir bypass facilities;

5.5 That water purchased under this Agreement will not protect Buyer from curtailment as a result of a call placed by any water right upstream of the Florida Project and senior to Buyer's water right;

5.6 That nothing in this contract is intended to create a water right to Contracted Water obtained pursuant to this contract, and the Third Party Contractor may not claim a water right based on any legal theory arising under State or Federal law, before any State or Federal judicial or administrative body based on the use of Contracted Water under this or any Third Party Contract;

5.7 That the amount of water purchased by Buyer under this Agreement has been determined solely by Buyer, and that the District makes no representation that the amount purchased by Buyer is sufficient to protect Buyer from curtailment as a result of a call placed by senior water rights diverting water downstream from the Lemon Dam;

5.8 That the amount to be paid annually by Buyer under this Agreement is due and payable in full, whether or not the water purchased is actually released from Lemon Reservoir;

5.9 That Buyer shall have no holdover of water storage in Lemon Reservoir from water year to water year.

5.10 That in the event water available for release under this Contract is curtailed for any reason, including drought, error, the reaching of maximum use of water allotted to the State of Colorado, closing of the gates, or other reasons pursuant to the provisions of the District Contract, no liability shall attach to the District for such curtailment, even if said curtailment results in a reduction of the amount of water released under this Agreement;

5.11 That, except as expressly contained in this Agreement, no representation by or on behalf of the District has been made to Buyer as to the amount of water purchased by Buyer under this Agreement, the effectiveness of such purchase in protecting any water right from curtailment or the availability of water to the District under the District

Contract.

6. Buyer agrees to maintain permanent records of all diversions and depletions described in Article 2, as reflected by Buyer's flow meter, recorded by Buyer at least monthly, and to submit a copy of such records to the District annually with the payment described in Article 4.2.
7. The payment by Buyer of the amounts described in Article 4 is a condition precedent to receiving benefits under this Agreement. In the event that Buyer's tendered payment is dishonored, the District shall not make water available for Buyer until Buyer provides payment of the amount due, plus interest at the rate of ten percent (10%) per annum from the date of tender and a late charge equal to five percent (5%) of the payment, in Good Funds (cash, electronic transfer funds, certified check or cashier's check). Buyer shall also pay all attorney's fees and costs incurred by the District for collection efforts of delinquent payments. Payments received shall be applied first to the payment of costs and attorney fees incurred, if any, second to the payment of late charges and accrued interest, and the balance applied to the overdue payment.
8. This Agreement may not be assigned, or the water purchased hereunder transferred, by Buyer without the written consent of the District, at its discretion and approval by the United States. Upon any transfer of the plan of augmentation or substitute water supply plan identified in Article 2, Buyer shall notify the District of such transfer in writing. The notice shall include the name, address and telephone number of the person to whom the transfer will be made and an application for transfer. The District may, in its discretion, assess an administration fee to record the transfer as a condition of approving the transfer. Any transfer of the water purchased under this Agreement without the consent and approval required by this paragraph shall be void.
9. The District may terminate this Agreement in the event of failure by the Buyer to perform Buyer's obligation to pay the sums due under this Agreement, in the event of a misrepresentation or breach of warranty by Buyer, or due to the inability of the District to provide water for augmentation or substitute water supply plans. In the event of termination by the District, any sums paid by Buyer shall be non-refundable. The District shall give written notice of termination to Buyer, the United States and the Division Engineer. No liability shall attach to the District for such termination.
10. This Agreement constitutes the entire and only agreement between the District and Buyer relating to the subject matter hereof. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties and the United States and approved by the Division Engineer.
11. The use of water purchased under this Agreement shall comply fully with the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 *et seq.*) prior to the approval of this Agreement by the United States.
12. The water purchased under this Agreement shall be limited to the use described in the plan of augmentation or substitute water supply plan identified in Article 2, and the terms of this

Agreement shall be binding upon Buyer's successors in interest.

13. No guarantee is made by Reclamation or the District as to the quality of Contracted Water released under this Third Party Contract.

14. Any notice to Buyer provided for in this Agreement shall be in writing and shall be given and be effective upon (1) hand delivery to Buyer or (2) mailing such notice by first-class U.S. mail, addressed to Buyer at the Buyer's address stated on the first page of this Agreement, or to such other address as Buyer may designate by notice to the District. Any notice to the District shall be in writing and shall be given and be effective upon (1) hand delivery to the District's president or (2) by mailing such notice by first-class U.S. mail to the President, Florida Water Conservancy District, 1523 County Road 243, Durango, Colorado 81301, with a copy to P.O. Box 1157, Durango, Colorado 81302.

15. This Agreement is subject to approval by the United States. Upon execution by all parties, and subject to timely payment by Buyer, the District will record this Agreement in the records of the La Plata County Clerk and Records office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Attest:

FLORIDA WATER CONSERVANCY DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Phillip S Craig, President

Buyer:  
  
\_\_\_\_\_

Approved:

UNITED STATES OF AMERICA

\_\_\_\_\_  
Regional Director  
Upper Colorado Region  
Bureau of Reclamation

WATER DELIVERY AGREEMENT

The Colorado Water Conservation Board (“CWCB”), an agency of the State of Colorado, and Edgemont Ranch Metropolitan District (“Edgemont”), a quasi-municipal corporation of the State of Colorado, in consideration of the mutual promises contained herein, agree as follows:

RECITALS

- A. Edgemont Ranch Metropolitan District is a quasi- municipal corporation created and existing under Colorado law. Edgemont Ranch Metropolitan District is responsible for operating and maintaining water and wastewater treatment systems to provide water and wastewater services to the residents of Edgemont Ranch and Edgemont Highlands.
- B. Colorado Water Conservation Board is an agency of the State of Colorado created to aid in the protection and development of the waters of the state for the benefit of the present and future inhabitants of the state. In 1973, the General Assembly vested the CWCB with the exclusive authority to adjudicate waters of natural streams for instream flows between specific points on a stream to preserve the natural environment to a reasonable degree.
- C. In Case No. 2011CW041, Water Division No. 7, Edgemont Ranch Metropolitan District filed for approval of a plan for augmentation.
- D. The CWCB opposed Edgemont Ranch Metropolitan District’s water court application in Case No. 2011CW041.
- E. Under the augmentation plan in Case No. 2011CW041, Edgemont Ranch Metropolitan District will lease 11.5 acre feet of water stored in Lemon Reservoir from the Florida Water Conservancy District for augmentation use and for use by CWCB for instream flows.
- F. Water not needed to augment out-of-priority depletions will be released for exclusive use by the CWCB to preserve the natural environment to a reasonable decree (“CWCB Releases”).
- G. The CWCB holds an instream flow water right on the Florida River between the outlet of Lemon Reservoir and the confluence of the Florida River with Salt Creek decreed in Case No. W-1763-77.

- H. The CWCB and Edgemont Ranch Metropolitan District wish to cooperate in coordinating releases of the CWCB Releases from Lemon Reservoir operated by the Florida Water Conservancy District.
- I. Pursuant to section 37-92-102(3), C.R.S. (2012), the CWCB may acquire by contractual agreement with any governmental entity such water, water rights or interests in water that are not on the Division Engineer's abandonment list in such amount as the CWCB determines is appropriate for stream flows to preserve or improve the natural environment to a reasonable degree. Pursuant to Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, 2 CCR 408-2, on May 14, 2013, the CWCB found that Edgemont Ranch Metropolitan District's deliveries of water under this Agreement of up to 11.5 acre feet between September 28 of each year through May 14 of the next year pursuant to the decree in Case No. 2011CW041 ("the Decree"), are appropriate to preserve the natural environment on the Florida River through CWCB's decreed instream flow reach to a reasonable degree.

NOW THEREFORE, the CWCB and Edgemont Ranch Metropolitan District agree as follows:

#### DELIVERY

1. Subject to the terms of this agreement, Edgemont's lease agreement ("Lease") with the Florida Water Conservancy District ("FWCD"), and the Decree, Edgemont will bring about reservoir releases by the FWCD of water stored in Lemon Reservoir pursuant to the Lease for exclusive use by the CWCB to preserve the natural environment pursuant to the Decree.
2. Beginning September 28 of each year through May 14 of the next year, Edgemont Ranch Metropolitan District shall cause to be released the portions of its 11.5 acre feet of leased water not used or needed for augmentation, and shall release said water to the Florida River for instream flow use on a constant release schedule throughout the non-irrigation season in accordance with Edgemont's depletion schedule, as described in the Decree and subject to the terms of the Decree and the Lease.
3. The time periods for CWCB Releases between September 28 and May 14 of the next year may be modified upon mutual agreement by CWCB, Edgemont, and the FWCD, and upon providing written notice the Division Engineer by September 1 of each year, as described in the Decree.
4. CWCB shall protect the delivered CWCB Releases through the instream flow reach and will request administration to prevent diversion of the water by other water users.

CONDITIONS OF THE CWCB'S USE OF EDGEMONT RANCH METROPOLITAN  
DISTRICT'S WATER RIGHTS

5. CWCB shall use the CWCB Releases to help maintain stream flows in the Florida River through CWCB's decreed instream flow reach to preserve the natural environment in amounts up to the decreed rates in Case No. W-1763-77, as shown below:

CWCB Case No.	Stream/Lake	Amount (cfs) (dates)	Approp. Date	Watershed	County
W-1763-77	Florida River - outlet of Lemon Res to confl Salt Ck (27 miles)	7 cfs (07/01- 10/14)  14 cfs (10/15- 06/30)	1/19/1977	Animas	La Plata

USE OF THE SUBJECT WATER RIGHT BELOW THE SPECIFIED  
REACH

6. Below the downstream terminus of CWCB's Florida River instream flow water right decreed in Case No. W-1763-77, the CWCB Releases revert back to waters of the State of Colorado and are available for diversion for any legal beneficial use.

WATER COURT PROCEEDINGS

7. In Case No. 2011CW041, CWCB has stipulated to a proposed decree containing terms and conditions that CWCB Releases will be used for instream flow purposes exclusively by the CWCB in accordance with the Decree and this agreement.

CALL FOR ADMINISTRATION

8. Edgemont Ranch Metropolitan District shall be responsible for maintaining all records necessary for the implementation of this Agreement, using forms mutually agreeable to the parties, and all records required by the Division Engineer for administration of the CWCB Releases.

9. Edgemont Ranch Metropolitan District will provide annual accounting related to the operation of this Agreement to the CWCB and the Division Engineer. Upon request, Edgemont Ranch Metropolitan District will also provide any additional accounting to CWCB that Edgemont is required to provide to Division of Water Resources under the Decree.

MISCELLANEOUS PROVISIONS

10. This Agreement shall not be otherwise assignable by either party without written consent of the other.

11. Pursuant to section 37-92-102(3), C.R.S. (2011), the terms of this Agreement shall be enforceable by each party as a water matter in the District Court for Water Division No. 7; provided, however, that before commencing any action for enforcement of this Agreement, the party alleging violation shall notify the other party in writing of the alleged violation and the parties shall make a good faith effort to resolve their differences through informal consultation.

12. Specific performance of this Agreement shall be the exclusive remedy for failure of either party to comply with any provision of this Agreement.

13. This Agreement shall be construed in accordance with the laws of the State of Colorado and shall be interpreted broadly to affect its purposes.

14. This Agreement shall remain in effect as long as Edgemont leases water from the FWCD for release from Lemon Reservoir pursuant to the Decree. This Agreement is contingent upon the Water Court's issuance of the Decree, and the obligations hereunder will commence after issuance of the Decree and execution of the Lease.

IN WITNESS WHEREOF, the CWCB and Edgemont Ranch Metropolitan District have executed this Agreement as of 30<sup>th</sup> day of July, 2013.

ATTEST:

  
\_\_\_\_\_  
SECRETARY

EDGEMONT RANCH METROPOLITAN  
DISTRICT

BY:   
\_\_\_\_\_  
PRESIDENT

DATE: 7/30/2013

COLORADO WATER CONSERVATION  
BOARD

BY:   
\_\_\_\_\_  
DIRECTOR

DATE: 7.28.2013

**Table 1**  
**Edgemont Ranch Water Use**  
Gallons per Month Per Tap

Row Notes	Month	2002-2003 <sup>(1)</sup>	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	Average	Maximum	Minimum
1	SEP 28 - 30	637	657	861	646	319	418	414	510	558	861	319
2	OCT	3,982	6,587	3,503	3,513	3,153	3,166	3,435	3,948	3,911	6,587	3,153
3	NOV	1,839	4,347	4,348	2,748	2,418	2,497	2,746	2,276	2,902	4,348	1,839
4	DEC	1,750	4,258	2,750	2,750	2,300	2,480	2,825	3,130	2,781	4,258	1,750
5	JAN	3,743	3,855	3,896	3,153	3,130	2,473	2,802	2,863	3,239	3,896	2,473
6	FEB	4,726	3,686	3,276	2,914	1,853	3,709	2,175	2,800	3,142	4,726	1,853
7	MAR	3,745	3,876	4,061	2,406	2,535	3,244	3,038	2,816	3,215	4,061	2,406
8	APR	4,506	4,021	3,252	2,653	2,479	2,590	2,798	2,970	3,159	4,506	2,479
9	May 1 - 14	4,095	3,090	1,997	2,432	1,732	2,259	2,395	2,342	2,543	4,095	1,732
10	Total	29,022	34,377	27,944	23,215	19,920	22,837	22,629	23,654	25,450	34,377	19,920
11	Average Monthly	3,870	4,584	3,726	3,095	2,656	3,045	3,017	3,154	3,393	4,584	2,656
12	Average Monthly Indoor (Non-Irrigation Season)	3,385	4,007	3,597	2,771	2,453	2,832	2,731	2,809	3073	4007	2453

Notes:

(1) Oct-Dec 2002 not available used 2001 figures.

Row Notes

(1) For September 28 - September 30, 3 days. Equals September monthly total X 3 days / 30 days.

(9) For May 1 - May 14, 14 days. Equals May monthly total X 14 days / 31 days.

(10) Total of Rows (1) through (9).

(11) Average of Rows (1) through (9) based on 7.5 months.

(12) Average indoor (Non-Irrigation Season) use equals average of Rows (3) through (8).

**Table 2**  
**Evaporation Calculation for Edgemont Ranch, Colorado**

Surface water exposed 3.93 acres  
Gross Evaporation 43 inches

Month	(1) Monthly Evaporation Distribution (%)	(2) Gross Evaporation (inches)	(3) Gross Evaporation (feet)	(4) Gross Evaporation (acre-feet)
September <sup>(1)</sup>	1.10	0.47	0.04	0.15
October	7.50	3.23	0.27	1.06
November	4.00	1.72	0.14	0.56
December	1.50	0.65	0.05	0.21
January	1.00	0.43	0.04	0.14
February	3.00	1.29	0.11	0.42
March	6.00	2.58	0.22	0.84
April	9.00	3.87	0.32	1.27
May <sup>(2)</sup>	5.65	2.43	0.20	0.79
<b>Total</b>	<b>38.7</b>	<b>16.66</b>	<b>1.39</b>	<b>5.46</b>

Footnotes:

(1) Includes 3 days in September, September 28 - September 30

(2) Includes 14 days in May

Column Notes

(1) From SEO's Guidelines (2/28/95) for sites with elevation above 6,500 ft except for September and May which are described in the footnotes 1 and 2 above.

(2) Annual gross evaporation value from CDSS gross evaporation contours in inches.

(3) Annual gross evaporation value from CDSS gross evaporation contours in feet.

(4) Equals Column (3) x 3.93 acres

**Table 3**  
**Edgemont Ranch Metro District**  
**Full Build out Water Demands, Return Flows, and Depletions**  
**Non-Irrigation Season - September 28 through May 14th**  
**(All values in Acre-Feet)**

Month	Demands			Return Flows			Depletions			Potential Reservoir Release including 6.25% Transit Loss	Potential Reservoir Releases Plus 1 AF of additional leased water
	In-House	Evaporation from Ponds	Total Demands	In-House	Evaporation from Ponds	Total Return Flows	In-House	Evaporation from Ponds	Total Depletions		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
September	1.16	0.15	1.32	1.10	0.00	1.10	0.06	0.15	0.21	0.23	0.25
October	11.61	1.06	12.66	11.03	0.00	11.03	0.58	1.06	1.64	1.75	1.91
November	12.59	0.56	13.16	11.96	0.00	11.96	0.63	0.56	1.19	1.27	1.39
December	12.33	0.21	12.55	11.72	0.00	11.72	0.62	0.21	0.83	0.88	0.97
January	11.17	0.14	11.31	10.61	0.00	10.61	0.56	0.14	0.70	0.75	0.82
February	10.68	0.42	11.10	10.14	0.00	10.14	0.53	0.42	0.96	1.02	1.12
March	11.23	0.84	12.07	10.67	0.00	10.67	0.56	0.84	1.41	1.50	1.64
April	11.65	1.27	12.92	11.07	0.00	11.07	0.58	1.27	1.85	1.97	2.16
May	5.24	0.79	6.04	4.98	0.00	4.98	0.26	0.79	1.06	1.13	1.24
<b>Total (AF) <sup>(1)</sup></b>	<b>87.66</b>	<b>5.46</b>	<b>93.12</b>	<b>83.28</b>	<b>0.00</b>	<b>83.28</b>	<b>4.38</b>	<b>5.46</b>	<b>9.84</b>	<b>10.50</b>	<b>11.50</b>

**Footnotes:**

(1) Equals 3 days of September plus total of October through April plus 14 days in May, September 28 - May 14th.

**Column Notes:**

(1) Based on water use records from 2003 (Table 1) and 944 units for full build-out. Indoor use during September, October, and May, based on average indoor water use during November - April period (Table 1, Row 12).

(2) Evaporation from Table 2

(3) Column (1) plus Column (2).

(4) 95 percent of Column (1).

(5) Evaporation is 100% consumptive; no return flows

(6) Column (4) plus Column (5).

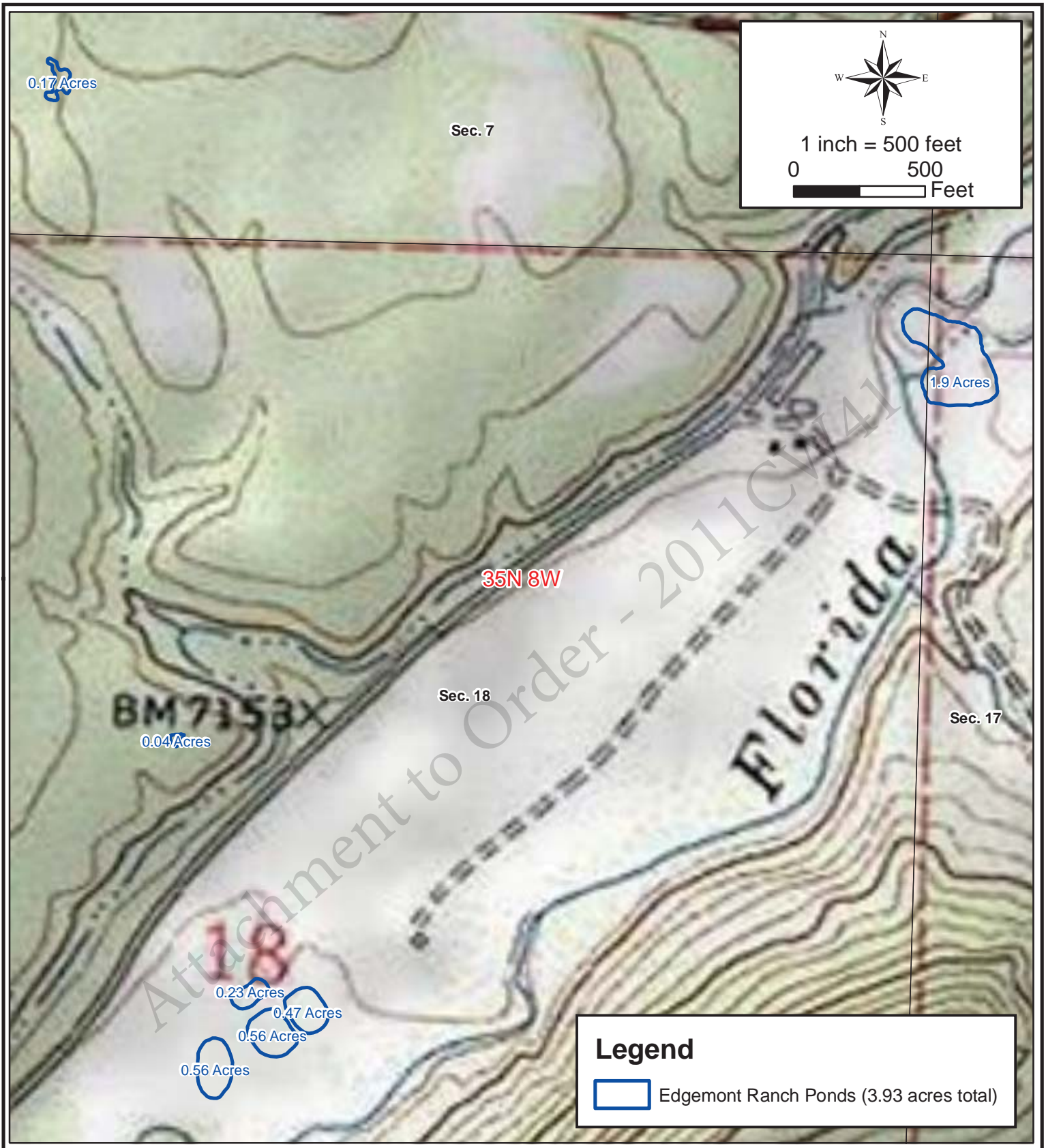
(7) Column (1) minus Column (4).

(8) Column (2) minus Column (5).

(9) Column (3) minus Column (6).

(10) Column (9) / (100%-6.25%)

(11) Equals Column 10 + 1 AF/yr distributed monthly based on the percent of annual depletions occurring each month.



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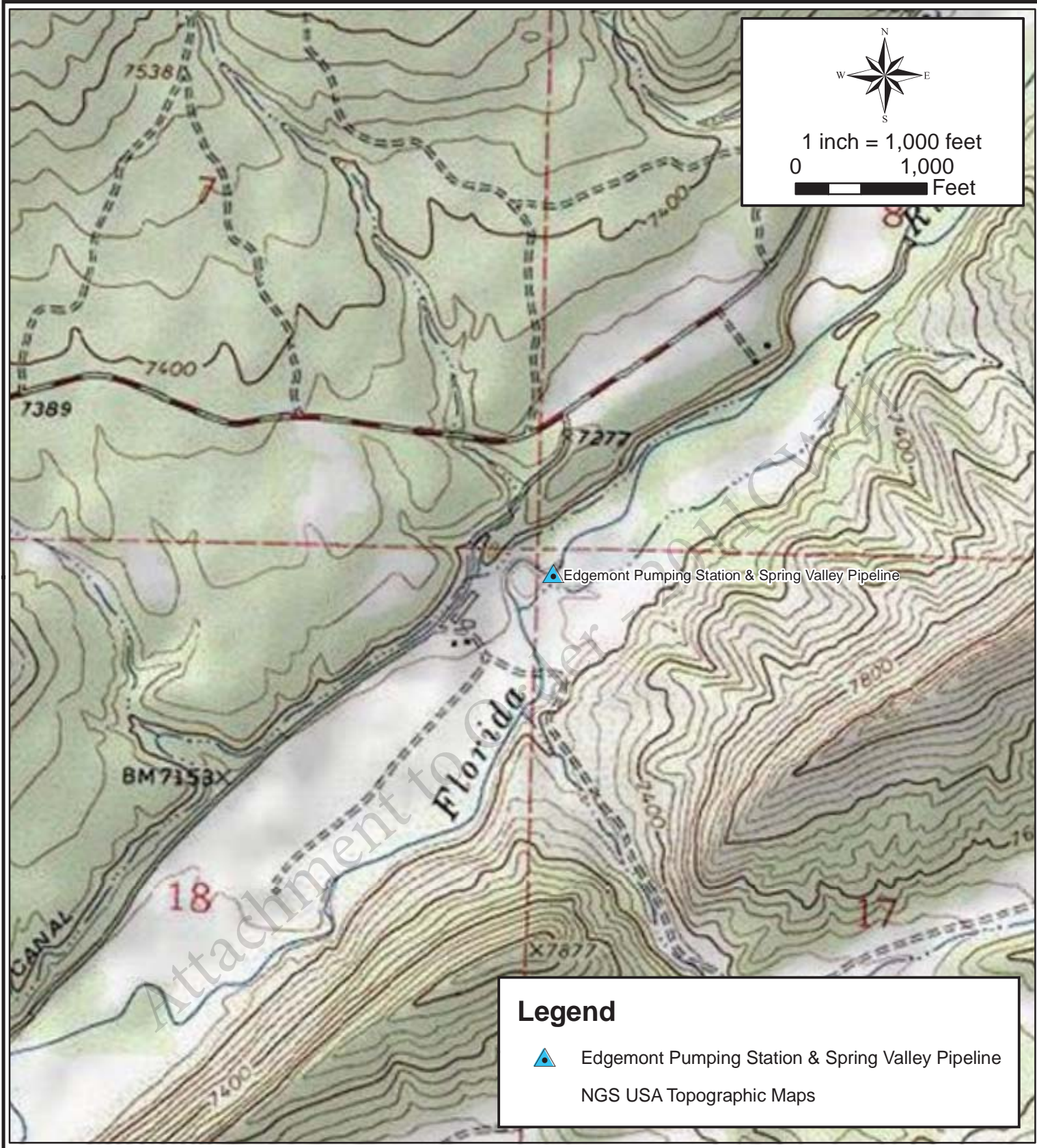
Aerial Photo Source: NAIP 2009

**WWE**  
 WRIGHT WATER ENGINEERS, INC.  
 1666 N. MAIN AVE STE. C  
 DURANGO, CO, 81301  
 (970) 259-7411

LA PLATA COUNTY, COLORADO  
**EDGEMONT RANCH PONDS**  
 PLAN OF AUGMENTATION  
 TOWNSHIP 35 NORTH, RANGE 8 WEST, NMPM  
 FLORIDA RIVER BASIN, DIVISION 7, WATER DISTRICT 30

PROJECT NO.  
 031-004.010

FIGURE  
 1



**WWE**  
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