

PLATTE VALLEY IRRIGATION COMPANY

P.O. Box 1318
Greeley, CO 80632

3005 W. 29th Street, Suite G1
Greeley, CO 80631

(970) 353-6121
(970) 353-9703 (fax)
pvicditchoffice@qwestoffice.net

September 26, 2014

The Colorado Water Conservation Board
Attn: Anna Mauss, P.E.
Finance Section
1313 Sherman Street, Room #718
Denver, CO 80203

RE: Sand Hill Lake Outlet Works Rehabilitation

Dear Ms. Mauss:

Platte Valley Irrigation Company encountered repair issues that later developed into the emergency rehabilitation of the outlet works at Sand Hill Lake. Prompt action was necessary as not to disrupt the 2014 irrigation season and C-BT water delivery. The Company is requesting financial support from the Colorado Water Conservation Board to assist with payment of this project.

The attached feasibility study, which includes the loan application, provides further information about Platte Valley Irrigation Company and our recently completed rehabilitation project at Sand Hill Lake. Actual construction and engineering costs and an estimate of other final costs are included. If you should have any questions relating to this project, my contact information has been provided within.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin W. Schmidt".

Kevin W. Schmidt
Board President

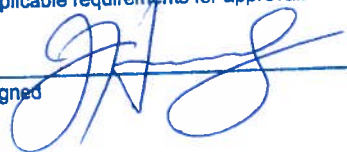
**Feasibility of Rehabilitation
of the
Outlet Works
at
Sand Hill Lake
(Coal Ridge Waste Dam – DAMID 020118)**

Sponsored by
Platte Valley Irrigation Company
and the Colorado Water Conservation Board

September 2014

FEASIBILITY STUDY APPROVAL
Pursuant to Colorado Revised Statutes 37-60-121 & 122, and
in accordance with policies adopted by the Board, the
CWCB staff has determined this Feasibility Study meets all
applicable requirements for approval.

Signed



Date

11/7/2014

Platte Valley Irrigation Company

3005 W. 29th Street, Suite G1

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Greeley, CO 80632

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Gerald Johnson, Director

Pat Spayd, Director

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Introduction

Platte Valley Irrigation Company (PVIC), located in Weld County, Colorado, uses Sand Hill Lake (Coal Ridge Waste Dam – DAMID 020118) near Fort Lupton, Colorado, to store and deliver Colorado-Big Thompson (C-BT) water to users under its ditch, as well as to deliver C-BT water for Northern Colorado Water Conservancy District (Northern) to the South Platte River as part of the South Platte Supply Canal. In early spring of 2013, the shaft separated from the outlet gate; temporary repairs were made, but it was determined that a full gate replacement was required. In late December 2013, PVIC was in the process of replacing the existing 48" gate in the outlet from Sand Hill Lake. During rehabilitation work on January 3, 2014, a small void (approximately 6" long and 1" wide) was discovered in the concrete near the lower southeast corner of the control structure. Shortly thereafter, water began to flow through the void and carried soil into the downstream 48" RCP outlet pipe. The lost soils were reflected by a sink hole that developed in the dam above the concrete breach.

Subsequent to the failure, PVIC contacted the State Engineer's Office (SEO) and Frachetti Engineering, Inc. (Frachetti), to provide support for remediating the issues associated with the sink hole. In turn, Frachetti contacted Brierley Associates (Brierley), a geotechnical engineering firm with significant expertise in dam rehabilitation projects, to support Frachetti's efforts. Through a series of meetings and conference calls, and because of the timing factor, it was decided to solicit interest for a Construction Manager At-Risk (CMAR) contractor to support the construction needs of the project. As a result of that effort, PVIC elected to engage the services of Aslan Construction, Inc. (Aslan). This project team, in close coordination with the SEO, developed a project approach for the completion of the rehabilitation of the outlet structure.

PVIC uses C-BT water run through Sand Hill Lake to supplement river irrigation water generally during August and September. C-BT water may be run earlier depending on the availability of river water. Northern can also ask for C-BT water to be run at any time. Additionally, the Lupton Meadows Ditch Company (Lupton Meadows), co-owner of Sand Hill Lake, by agreement, needed to be able to store its decree water in the reservoir. Therefore, PVIC set a date of May 30, 2014, for completion of the project. The project was completed in substantial accordance with the approved plans and specifications on May 23, 2014, and the SEO issued a temporary approval letter to store water on May 31, 2014; see Appendix B. Filling began May 28, 2014, after final construction inspection was performed by John Batka of the Colorado Division of Water Resources. The SEO issued an acceptance of construction letter on July 14, 2014, evidencing that the project was satisfactorily completed and constructed in accordance with the approved plans and specifications, and that the project was accepted for full use when water was physically and legally available; see Appendix B. The reservoir capacity was not materially affected.

Project Sponsor

PVIC is a Colorado mutual ditch company and a nonprofit corporation, and is in good standing with the Secretary of State's Office. PVIC's Articles of Incorporation, Bylaws, and certificate of good standing are included in Appendix C. The Company was incorporated in 1883 and has been in operation continuously since. The Company has delivered water and applied assessments since its inception. Assessments for the year 2014 were set at the annual stockholder meeting at \$500 per share of stock. The Company has issued 344 shares of stock owned by 91 shareholders. The Company owns 3,088.0 units of C-BT water, which is used by

44 shareholders as supplemental water. Other shareholders may lease additional C-BT water as supplemental water.

PVIC diverts water for irrigation from the South Platte River near Platteville, Colorado, for the purpose of irrigation. The Company has a part (2/3) ownership in Sand Hill Lake and is able to store up to 400 acre feet of C-BT water for delivery to its ditch. The PVIC stock ownership is currently 100% agriculture, with no municipal or industrial users owning PVIC stock.

Project Service Area and Facilities

Sand Hill Lake is located in Sections 23, 24, 25, and 26, Township 2 North, Range 67 West of the 6th P.M., Weld County, Colorado. The project area was in Section 24. The reservoir is at the intersection of Weld County Roads 18 and 23, approximately one mile west of the northwest corner of the Fort Lupton city limits.

The service area for PVIC (Evans No. 2 Ditch) includes approximately 14,832 acres of irrigated farm land in Weld County, Colorado. Crops grown in the service area include corn, beets, grain (including oats, wheat, and barley), alfalfa hay, and potatoes. The C-BT water run through Sand Hill Lake is used as supplemental irrigation water on lands serviced under the ditch. Maps of Sand Hill Lake and the PVIC service area under the ditch are attached in Appendix D. The ditch service area starts near Platteville and extends along the east side of State Highway 85 north and east for approximately 28 miles.

Water Rights

PVIC diverts water for irrigation from the South Platte River near Platteville, Colorado. Both PVIC and Farmers Reservoir and Irrigation Company (FRICO) divert water from the river through a jointly owned headgate, which is located on the east bank of the South Platte River in the NE1/4 of Section 19, Township 2 North, Range 66 West of the 6th P.M. They share the same channel (the Platte Valley Canal, jointly owned with FRICO) for approximately 10 miles to a bifurcation structure, located in Section 9, Township 3 North, Range 66 West of the 6th P.M. At that point, the Evans No. 2 Ditch, owned by PVIC, delivers water to irrigated lands under the ditch. The Evans No. 2 Ditch terminates at the inlet to Lake Christina, which is owned by FRICO. The decree for the Evans No. 2 Ditch is known as Priority No. 25 (October 5, 1871 appropriation date and April 28, 1883 adjudication date), in the amount of 177.07 cfs (PVIC was also decreed Priority No. 40, which was later transferred to FRICO as part of a settlement agreement; it was later declared abandoned.). In Case No. 02CW236, PVIC obtained a decree from Water Court for a direct flow right and storage right to fill and refill Platte Valley Reservoir No. 1, which involves the use of the Platte Valley Canal as well as the Evans No. 2 Ditch for temporary storage and subsequent delivery of irrigation water, and for recharge. The application included two recharge sites, a junior water storage right, and recharge by seepage from sections of the ditch using diversions under its junior priority. The reservoir and recharge sites have not been constructed at this time; a finding of diligence was made by the Water Court in 2013 in Case No. 12CW190.

PVIC also currently owns 3,088.0 units of C-BT water through Northern. PVIC has part (2/3)

ownership in Sand Hill Lake and can store up to 400 acre feet of C-BT water in the reservoir for delivery to its ditch. The Company has no water decree associated with this reservoir. The C-BT water is used to supplement river water. Sand Hill Lake is also used by Northern as a conduit as part of the South Platte Supply Canal to deliver C-BT water to the South Platte River, and by Lupton Meadows for storage under its decree.

Copies of PVIC's decrees, reservoir use agreements, and C-BT ownership information are included in Appendix E; PVIC's water delivery information is provided in Appendix F.

Project Description and Alternatives

The project was to rehabilitate the outlet works at Sand Hill Lake by May 30, 2014, so that water could: (1) be released from the reservoir, delivered to the South Platte River, and then diverted at the Company's river headgate for delivery to PVIC shareholders under the ditch; (2) be delivered to the South Platte River for Northern; and (3) be stored under Lupton Meadows' decree.

Alternatives considered were:

1. No-action.
2. Complete rebuild/replacement – estimated construction cost in excess of \$700,000; engineering costs are additional.
3. Rehabilitation – estimated construction cost of \$700,000; actual construction cost \$626,136; engineering costs are additional.

Alternative 1 was considered unacceptable because it meant that PVIC could not deliver critical C-BT water to its shareholders, potentially resulting in crop loss, or C-BT water for Northern to its customers for water year 2014, and it also meant that Lupton Meadows could not store its decree water in the reservoir.

Alternative 2 was considered unacceptable because of the necessity for compaction walls, the high cost of the RCP pipe, additional costs for dewatering over and above normal dewatering costs, excavation costs were prohibitive, and, most importantly, there was the potential for timing delays. Additionally, there were concerns about a proposed walkway from the shoreline out to the relocated headgate at the inlet pipe out in the reservoir, creating a hazard and liability issues.

Alternative 3 was the optimal choice and was selected because the use of grouting made the repairs less costly, there was no degradation in water deliverability, there were no liability issues regarding the walkway out to the relocated headgate, and it met the most critical criteria—the work could be completed quickly so that the May 30, 2014, deadline could be met.

Selected Alternative and Cost Estimate

The selected Alternative 3 involved the following tasks:

1. Construction dewatering.
2. Demolition of inlet structure.
3. Slip-lining existing RCP pipe.
4. Inlet/control structure.
5. Actuator shaft beam.
6. Gate operator support pad.
7. Gate installation.
8. Overflow connection repair.
9. Electrical.
10. Site restoration.
11. Control structure housing.

Due to the emergency nature of completing the outlet works rehabilitation project by May 30, 2014, a loan could not be obtained from the CWCB quickly enough. Thus, the rehabilitation project was completed prior to obtaining a CWCB loan at a cost of \$809,660; if an estimate of future costs through loan approval is included, the total cost would be \$820,000. The cost breakdown for the project, including future expenses for a CWCB loan, is as follows:

Engineering	\$183,524
Construction	626,136
Other estimated future costs	10,340
Total costs	<u>\$820,000</u>

Construction budget information and actual amounts paid are included in Appendix G.

Construction plans, surveys, and photos are provided in Appendix H.

Implementation Schedule

With unknown river conditions for the upcoming 2014 water year, and in order to be able to deliver C-BT water to shareholders to supplement river water, to deliver C-BT water for Northern, and for storage by Lupton Meadows under its decree, PVIC set a completion deadline for the project of May 30, 2014. As noted earlier, the SEO issued a final acceptance of construction letter on July 14, 2014, allowing the reservoir to be fully filled.

Permitting

The SEO was contacted before PVIC commenced the project, and the Company worked closely with the SEO during the course of the project. No easements or rights of way were needed for the project because all work was performed within the reservoir or on property owned by PVIC.

Institutional Considerations

Engineers Frachetti and Brierley were engaged for the engineering portion of the project. Five contractors were asked to attend a pre-bid conference regarding bidding on the project. Ultimately, only two contractors submitted bids; the remaining contractors did not submit bids due to the fact that they were busy with construction projects from the September 2013 flood and/or because of the short deadline for completion of the project. Of the two bids submitted, the Company selected Aslan Construction, Inc., as the Construction Manager At-Risk due to the quality of their presentation showing a true interest in the Company's project, a demonstrable history with similar projects, and staff expertise.

Financial Analysis

PVIC is applying for a 30-year loan from the CWCB in the amount of \$738,000 from the Water Project Loan Program Account to cover 90% of the expended cost of the outlet works rehabilitation project. The remaining 10% of the expended cost of the outlet works rehabilitation project will be paid from funds currently held by the Company. The loan application is attached as Appendix A.

Financial statements for fiscal years ended 2011, 2012, and 2013 are included in Appendix I of this feasibility study. For the fiscal year ended November 30, 2013, PVIC had income of \$536,857, with expenses of \$448,709. The Company had a cash balance of \$517,037 as of fiscal year end November 30, 2013. The cash balance included \$23,814 in a checking account, \$342,010 in a money market account, \$3,064 in an account for funds regarding a prior CWCB loan (which has been closed out), and \$148,149 in a certificate of deposit (which was being held as the loan reserve account for the prior CWCB loan). In addition, PVIC had \$1,886,956 in a capital improvements account. PVIC's capital improvements account is funded through equity contributions in the amount of \$10,000 per share or partial share from the sale of allocated C-BT water sold from PVIC share certificates.

At a meeting held on February 6, 2014, PVIC's stockholders approved using funds from the Company's capital improvements account for the rehabilitation project because a CWCB loan could not be obtained within the time required to complete the rehabilitation work by May 30, 2014. The stockholder approval for use of the funds required that the funds used for the project would be repaid to the account. After looking at various alternatives for repayment of the funds and discussion with the Company's accountant, the Board determined that a loan from the CWCB would be the most fiscally responsible method for repayment of the funds. The repayment requirement was included in the stockholder action, at least in part, because the funds in the capital improvements account were derived from the sales of C-BT units by some, but not all, of the Company's stockholders. As the Company is a mutual ditch company, it is the Company's position that the rehabilitation costs should be borne equally by all stockholders, which would not be the case if funds from the capital improvements account were used. Additionally, the funds in the capital improvements account were being held in anticipation of construction of Platte Valley Reservoir No. 1, which will serve as an equalizer pond along the ditch. The equalizer pond project had been started several years ago and a previous CWCB loan had been obtained. PVIC encountered some issues with the equalization pond project, so the project was put on hold pending resolution of those issues. Because those issues were not timely resolved, PVIC closed out the CWCB loan and the remaining funds were released back

to the CWCB. When the project is ready to proceed, the Company will use the funds in the capital improvements account for part of the funding and anticipates requesting additional funding through a separate CWCB loan. Pursuant to the Bylaws, the stockholders want the funds used for the emergency rehabilitation work at Sand Hill Lake to be reimbursed into the capital improvements account so that the funds are there for the future equalization pond project. It was a great benefit to the Company for the stockholders to allow emergency use of the capital improvements account so that the rehabilitation work could be completed and Sand Hill Lake could be used during the 2014 irrigation season. Although Sand Hill Lake is partially owned by Lupton Meadows, Lupton Meadows has a separate outlet gate and thus would not participate in the rehabilitation of the outlet structure used by PVIC; Lupton Meadows would, however, need to have the reservoir available for storage of water under its decree. Also, although Northern can run C-BT water through Sand Hill Lake as part of the South Platte Supply Canal, by contract PVIC is responsible for maintenance costs at the reservoir.

At the standard agricultural lending rate of 2%, the annual payments on a \$738,000 30-year loan would be \$32,952. Annual assessments would increase by approximately \$100 per share to cover the annual payment due under the loan (\$32,952 divided by 344 shares); current assessments are \$500 per share and would increase to \$600 per share. Assessments are presented to stockholders and approved at the annual stockholder meeting held in December of each year. The assessments have varied from year to year and have been as high as \$600 per share as was the case in 2001.

The assessments for the years 2001 to 2014 are summarized as follows.

Year	Assessment
2014	\$ 500
2013	\$ 550
2012	\$ 550
2011	\$ 550
2010	\$ 500
2009	\$ 500
2008	\$ 500
2007	\$ 450
2006	\$ 400
2005	\$ 400
2004	\$ 400
2003	\$ 400
2002	\$ 450
2001	\$ 600 ,/

As indicated in the financial information in Appendix I, the Company currently has \$148,149 in a certificate of deposit from a prior CWCB loan for a loan reserve account, which is in excess of the loan reserve account needed for the current loan request. The certificate of deposit will be reduced to the amount required for the loan reserve for the requested loan and will be maintained throughout the term of the loan.

Financial Summary

Project Cost	\$820,000
Loan Amount (90% of Project Cost)	\$738,000
CWCB Loan Payment Amount (loan reserve already held in CD)	\$32,952
Number of Shareholders	91
Number of Shares of Stock	344
Current Assessment Per Share	\$500
Future Assessment Per Share (approximate)	\$600
Annual Project Cost Per Acre Foot (Average annual diversions: 27,898 acre feet)	\$1.18

Credit Worthiness

PVIC has no existing debt. In addition to assessment income, the Company has substantial income from oil and gas leases. Complete financial information may be found in the Company's annual reports in Appendix I.

Alternative Financing Considerations

PVIC considered paying for the repairs through a special stockholder assessment either as a one-time assessment or spread over a number of years. The Company did not consider this option to be fiscally responsible because the revenue derived from such an assessment would be taxable to the Company at a rate of over 43%. The Company also looked at using funds from the capital improvements account without reimbursing them; however, using these funds, as discussed above, would mean that not all stockholders would be paying for the project costs, which would be contrary to the Company's foundation as a mutual ditch company.

Collateral

As security for the CWCB loan, PVIC can pledge future assessment income and the project itself.

Economic Analysis

By rehabilitating the outlet works at Sand Hill Lake, the Company was able to be ready to release C-BT water from the reservoir to supplement river water, to be ready to carry water through the reservoir for Northern for delivery to the South Platte River, and for Lupton Meadows to be able to store water under its decree. The C-BT supplemental water can make a difference in finishing out crops for the year; the Lupton Meadows' water could also be needed to finish out crops under its system. Although C-BT water has not been run yet in 2014, when the project was being constructed it was unknown what the water year would be like and it was necessary to have the infrastructure available to be able to deliver C-BT water if and when needed.

Social and Physical Impacts

The project will have no significant social impacts as the reservoir will continue to operate as in the past. Physical impacts include the improvements to the outlet structure and the safety of downstream residents.

Conclusions

1. PVIC is an incorporated entity in the State of Colorado with the ability to enter into a contract with the CWCB for the purpose of obtaining a construction fund loan.
2. Rights-of-way and easements were adequate for the construction of this project.
3. The project provided for the ability to continue delivery of supplemental C-BT water to PVIC shareholders and for Northern, and also provided Lupton Meadows with the ability to store its decree water.
4. The total cost of the project was \$820,000 of which 90% (\$738,000) would be financed by a loan from the CWCB. The remaining 10% (\$82,000) would be funded from current Company funds.
5. The project was technically and financially feasible.

Appendix A
CWCB Loan Application

COLORADO WATER CONSERVATION BOARD

WATER PROJECT LOAN APPLICATION

Instructions: This application should be typed or printed neatly with black ink. Attach additional sheets as necessary to fully answer any question or to provide additional information that would be helpful in the evaluation of this application. When finished, please sign and return this application to:

THE COLORADO WATER CONSERVATION BOARD
Finance Section
1313 Sherman St, Room 721
Denver, CO 80203
Attn: Anna Mauss, P.E.
Phone (303) 866-3441 x3224 Fax (303) 866-4474
Email anna.mauss@state.co.us

Part A. - Description of the Applicant (Generally, the applicant is also the prospective owner and sponsor of the proposed project)

1. Name of applicant Platte Valley Irrigation Company
Mailing Address P.O. Box 1318
Greeley, CO 80632
Business Phone (970) 353-6121 Fax (970) 353-9703
Federal ID Number 84-0403445 email pvicditchoffice@qwestoffice.net
2. Person to contact regarding this application:
Name Kevin W. Schmidt
Position/Title Board President
Address P.O. Box 1318 Greeley, CO 80632
Business Phone (970) 353-6121 Cell (970) 381-2010
Email pvicditchoffice@qwestoffice.net
3. Type of organization (Ditch Co., Irrigation District, Municipality, etc.): Ditch Company
Date of Annual Meeting 12/16/2014
Is the organization incorporated in the State of Colorado? YES X NO (If YES, please include a copy of the articles of incorporation, and the bylaws)

CWCB Water Project Loan Application

4. Please provide a brief description of the owner's existing water supply facilities and describe any existing operational or maintenance problems. Attach a map of the service area

Headgate at river and ditch for delivery of water; Sand Hill Lake (2/3 ownership) and outlet for C-BT water to South Platte River; general maintenance problems only.

For existing facilities indicate:

Number of shareholders 91 (all non-municipal) or Number of customers served _____
for irrigation water; 44 for C-BT water plus leases
of C-BT water by other stockholders.

Current Assessment per share \$ 500

Number of shares 344

Number of acres irrigated: 14,832

Water Right: 177.07 CFS. No Company decree for water in Sand Hill Lake; used to store up to 400 acre feet of C-BT water for delivery to PVIC's ditch; PVIC currently owns 3088.0 units of C-BT water; NCWCD also has right to run C-BT water through Sand Hill Lake as part of South Platte Supply Canal.

Average water diverted per year:

27,898 acre-feet for irrigation

Part B. - Description of the Project

1. Name of the Project Sand Hill Lake Outlet Works Rehabilitation (Coal Ridge Waste Dam – DAMID 020118)

2. Purpose of this loan application. Check one.

☐ New project
☐ Rehabilitation or replacement of existing facility
☐ Enlargement of existing facility
☒ Emergency Repair
☐ Other (describe) _____

3. If the project is for rehabilitation of an existing reservoir, is the reservoir currently under a storage restriction order from the State Engineer? YES ___ NO X

4. General location of the project. (Please include county, and approximate distance and direction from nearest town, as well as legal description, if known.

Reservoir is located at the intersection of WCR 23 and 18 approximately 1 mile west of the northwest corner of the Ft. Lupton city limits in Sections 23, 24, 25, 26, Township 2 North, Range 67 West of the 6th P.M., Weld County, Colorado. Project performed in Section 24.

5. Please provide a brief narrative description of the proposed project including purpose, need, facilities, type of water uses to be served and service area. Attach separate sheet, if needed.

The project was to rehabilitate the existing outlet works due to failure. The work needed to be done in order to deliver C-BT water during the 2014 irrigation season to supplement river water and to deliver any C-BT water requested by NCWCD to the South Platte River.

CWCB Water Project Loan Application

6. Will the acquisition of additional water rights be necessary? YES ____ NO X

If YES, please explain. _____

7. Please list the names, addresses and phone numbers of the Applicants' engineer(s) and attorney.

<u>NAME</u>	<u>ADDRESS and PHONE</u>
Cort Nickel, P.E. (Lead)	Frchetti Engineering, Inc. 1530 N. Boise Ave. Suite 203
(970) 443-0001	Loveland, CO 80538
Steve Kuehr, P.E.	Brierley Associates 2629 Redwing Rd. Suite 150
(970) 237-4988	Ft. Collins, CO 80526
Scott Holwick, Esq.	Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, P.C.
(303) 776-9900	P.O. Box 978 Longmont, CO 80502

8. List any feasibility studies or other investigations that have been completed or are now in progress for the proposed project. If so, submit one copy of the study with this application

See attached feasibility study.

9. Estimated cost of the project. Please include estimated engineering costs, and estimated construction costs, if known.

Estimated Engineering Costs: \$ 183,524.00

Estimated Construction Costs: \$ 626,136.00

Estimated Other Costs: \$ 10,340.00 (land, water rights purchase, etc.)

Estimated Total Costs: \$ 820,000.00

10. Loan amount and terms you are requesting.

Requested Loan Amount: \$ 738,000.00 (Usually 90 % of est. Total Costs)

Term (length) of loan: 30 years (Usually 10, 20, or 30 years)

Interest Rate: 2.00% (Please call for our current rates)

Part C. - Project Sponsor Financial Information

Because the CWCB's Fund is a revolving fund, it is important that the project sponsor have the financial capacity to repay any loans made by the CWCB. The following information is needed to assist the CWCB in a preliminary assessment of the applicant's financial capacity. The project sponsor will submit the three most recent annual financial statements.

1. List any existing long-term liability (multi-year) or indebtedness that exceeds one thousand dollars. For example, bank loans, government agency loans, bond issues, accounts payable, etc. Include names and addresses of lenders, amounts, due dates and maturity dates.

CWCB Water Project Loan Application

<u>Lender Name & Address</u>	<u>Remaining Amount</u>	<u>Annual Payment</u>	<u>Maturity Date</u>
None			

2. Are any of the above liabilities now in default, or been in default at any time in the past?
YES ____ NO X. If YES, please give detailed explanation.

3. Please provide a brief narrative description of sources of funding, in addition to the CWCB, which have been explored for this project (Examples would be Banks, USDA Rural Development, NRCS, Colorado Water Resources and Power Development Authority, Colorado Division of Local Government, etc.). The Company considered self-funding through a special stockholder assessment, either as a one-time assessment or spread over a number of years. This was not considered to be fiscally responsible since the revenue derived from such an assessment would be taxable to the Company at a rate of over 43%. The Company also looked at using funds from the capital improvements account without reimbursing them; however, using these funds would mean that not all stockholders would be paying for the project costs, which would be contrary to the Company's foundation as a mutual ditch company.
4. What collateral will you be offering for this loan? Possibilities include a pledge of revenues, the project itself, real estate, water rights. As security for the CWCB loan, PVIC can pledge future assessments income and the project itself.

The above statements are true, to the best of my knowledge:

Signature of Applicant 

Printed Name Kevin W. Schmidt

Title Board President

Date 9/26/2014

Appendix B

Temporary Approval to Store Water Letter
Acceptance of Construction Letter



COLORADO
Division of Water Resources
Department of Natural Resources

Dam Safety Branch

May 31, 2014

Mr. Kevin Schmidt, President
Platte Valley Irrigation Company
P.O. Box 1318
Greeley, CO 80632
ditchoffice@qwestoffice.net

VIA EMAIL

When replying, please refer to:
COAL RIDGE WASTE DAM #1, DAMID 020118
Water Division 1, Water District 2
Construction File No. C-0689B

SUBJECT: Temporary Approval to Store Water

Dear Mr. Schmidt:

A final inspection of the construction of the subject dam was performed by John Batka of our office on May 28, 2014, to confirm the construction of this project had been substantially and satisfactorily completed. Subsequent to the inspection, our office received a completion certification letter dated May 23, 2014 from Cort Nickel, P.E. of Frachetti Engineering Inc., in accordance with Rule 10 of the State of Colorado's "Rules and Regulations for Dam Safety and Dam Construction". The letter states that the construction has been completed in substantial accordance with the approved plans and specifications, and "As-Constructed" drawings and other project completion documents required by Rule 10 will be completed and submitted by July 11 2014. The letter requests storage in the reservoir up to gage height 20 while the as-builts are being completed.

Based on our observations during the final and other inspections, the construction appears to have been satisfactorily completed with the exception of seeding of the disturbed areas which will be completed by the Platte Valley Irrigation Company in the coming weeks. Therefore, you are granted temporary approval to begin storing water in the reservoir, when it is legally and physically available to a maximum gage height of 20 or 3 feet below the normal full level of gage height 23. Please note that we have a high expectation that you will fully comply with Rule 10 in a timely manner, as described in the above referenced letter. This temporary approval to store water does not constitute final acceptance of the project. Final acceptance of the project and approval for full use of the dam and reservoir will not be granted until our receipt and approval of the remaining required completion documents according to Rule 10.



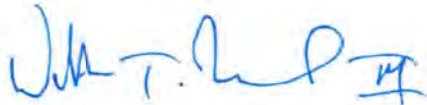
Mr. Kevin Schmidt
Coal Ridge Waste Dam #1 - Temporary Storage Approval Letter
DAMID 020118, Construction File No. C-0689B
May 30, 2014
Page 2 of 2

The State Engineer, by providing this temporary storage approval and limited construction acceptance does not assume responsibility for any unsafe condition of the subject dam. The sole responsibility for the safety of this dam rests with the reservoir owner and operator, who should take every step necessary to prevent damages caused by leakage or overflow of waters from the reservoir or floods resulting from a failure of the dam. Therefore, it is in the owner's best interest to operate and maintain the facility in a manner such that the safety of the dam and the general public are not jeopardized.

We are enclosing a copy of Rules 12 and 15 of the Rules and Regulations for your reference and use. These rules pertain to general maintenance items and the owner's responsibilities, respectively.

We truly appreciate all the energy and resources expended to complete this project. If you have any questions concerning this matter or any dam safety related issues, please do not hesitate to contact John Batka in our Greeley office at (970) 352-8712 ext. 1251.

Sincerely,



William T. McCormick III, P.E., P.G.
Chief, Dam Safety Branch
for, Deputy State Engineer

Enc: Copy of Rules 12 and 15 of the "Rules and Regulations for Dam Safety and Dam Construction"

ec: Dave Nettles, Division Engineer
John Batka, Dam Safety Engineer
Jeremy Franz, Design Review engineer
Bill Schneider, WD 2 Water Commissioner
Robin Dornfest, Design Engineer, rdornfest@brierleyassociates.com
Cort Nickel, P.E., Design Engineer, cort@frachetti.com
Norm Anderson, Platte Valley Irrigation Company, andersnn@comcast.net





COLORADO
Division of Water Resources
Department of Natural Resources

Dam Safety Branch

July 14, 2014

Mr. Kevin Schmidt, President
Platte Valley Irrigation Company
P.O. Box 1318
Greeley, CO 80632
ditchoffice@qwestoffice.net

VIA EMAIL

When replying, please refer to:
COAL RIDGE WASTE DAM #1, DAMID 020118
Water Division 1, Water District 2
Construction File Number: C-0689B

SUBJECT: Acceptance of Construction

Dear Mr. Schmidt:

A final construction inspection of the subject dam was performed by John Batka of our office on May 28, 2014 to confirm that the construction of this project had been substantially and satisfactorily completed. Subsequent to the inspection, our office received a completion certification letter, "As-Constructed" drawings, and final Construction Report from Cort Nickel, P.E. in accordance with Rule 10 of the State of Colorado's "Rules and Regulations for Dam Safety and Dam Construction".

The project consisted of repairs to the embankment and lining and modifications to the outlet works. Based on a review of the aforementioned documents and results of the final construction inspection, the construction of this project is considered to have been satisfactorily completed and constructed in accordance with the approved plans and specifications. Therefore, this construction project is accepted for full use when water is physically and legally available.

The completion of this rehabilitation project did not enlarge the reservoir or change the overall dimensions of the dam. According to our records, Coal Ridge Waste Dam #1 has a maximum height of 31 feet and a crest length of 2720 feet. The reservoir created by the dam has a normal storage capacity of 591 acre-feet.

The State Engineer, by providing this construction acceptance does not assume responsibility for any unsafe condition of the subject dam. The sole responsibility for the safety of this dam




Mr. Kevin Schmidt
Coal Ridge Waste Dam #1 - Acceptance of Construction Approval Letter
DAMID 020118, Construction File No. C-0689B
July 14, 2014
Page 2 of 2

rests with the reservoir owner and operator, who should take every step necessary to prevent damages caused by leakage or overflow of waters from the reservoir or floods resulting from a failure of the dam. Therefore, it is in the owner's best interest to operate and maintain the facility in a manner such that the safety of the dam and the general public are not jeopardized. We are enclosing a copy of Rules 12 and 15 of the Rules and Regulations for your reference and use. These rules pertain to general maintenance items and the owner's responsibilities, respectively.

We appreciate the efforts of all parties involved to ensure that construction of the Coal Ridge Waste Dam #1 Rehabilitation Project was completed correctly and in accordance with the requirements of the State Engineers Office. If you have any questions concerning this matter or any dam safety related issues, please do not hesitate to contact John Batka in our Greeley office at (970) 352-8712 ext 1251.

Sincerely,



William T. McCormick III, P.E., P.G.
Chief, Dam Safety Branch
for, Deputy State Engineer

Enc: Copy of Rules 12 and 15 of the "Rules and Regulations for Dam Safety and Dam Construction"

ec: Dave Nettles, Division Engineer
John Batka, Dam Safety Engineer
Jeremy Franz, Design Review engineer
Bill Schneider, WD 2 Water Commissioner
Cort Nickel, P.E., Design Engineer, cort@frachetti.com
Norm Anderson, Platte Valley Irrigation Company, andersnn@comcast.net



Appendix C

Articles of Incorporation

Bylaws

Certificate of Good Standing

ARTICLES OF INCORPORATION
OF

THE PLATTE VALLEY IRRIGATION COMPANY.

THIS IS TO CERTIFY, THAT WE, THE UNDERSIGNED, HAVE THIS DAY ASSOCIATED OURSELVES TOGETHER FOR THE PURPOSE OF FORMING A BODY CORPORATE UNDER THE LAWS OF THE STATE OF COLORADO, AND DO HEREBY DECLARE:-

FIRST:- THAT THE CORPORATE NAME OF SAID COMPANY IS

THE PLATTE VALLEY IRRIGATION COMPANY.

SECOND:- THAT THE OBJECTS AND PURPOSES FOR WHICH SAID COMPANY IS FORMED ARE, TO ACQUIRE AND BECOME THE OWNER OF ALL THE RIGHT, TITLE AND INTEREST IN AND TO THE DITCH OR IRRIGATING CANAL KNOWN AS 'THE SAINT LOUIS WESTERN COLONY DITCH NO. 2,' AND ALSO KNOWN AND DESIGNATED AS 'THE EVANS DITCH NO. 2', AND ALSO TO ACQUIRE AND BECOME THE OWNER OF ALL THE PROPERTY, RIGHTS AND FRANCHISES OF EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER APPERTAINING TO SAID DITCH, AND ESPECIALLY ITS APPROPRIATION OF WATER, SAID DITCH BEING TAKEN OUT OF THE SOUTH PLATTE RIVER AT OR ABOUT THE CENTRE OF SECTION NUMBERED NINETEEN :19: IN TOWNSHIP NUMBERED TWO :2: NORTH, RANGE NUMBERED SIXTY SIX :66: WEST, IN THE COUNTY OF WELD IN THE STATE OF COLORADO; TO ENLARGE AND EXTEND SAID CANAL AND TO CHANGE ITS COURSE WHERE AND WHEN SEEMED ADVISABLE; TO ACQUIRE BY PURCHASE OR OTHERWISE ALL OTHER DITCH OR WATER RIGHTS WHICH MAY BE OF USE OR VALUE TO SAID COMPANY; TO CONSTRUCT LATERALS, DITCHES, FLUMES AND RESERVOIRS APPURTENANT TO SAID CANAL, WITH THE RIGHT TO CONSTRUCT AND MAINTAIN ALL NECESSARY DYKES, DAMS AND FLUMES; TO ACQUIRE, USE, HOLD AND ENJOY SUCH OTHER PROPERTY, REAL

AND PERSONAL, AS MAY BE DEEMED NECESSARY OR EXPEDIENT BY SAID COMPANY FOR THE USES AND PURPOSES FOR WHICH SAID COMPANY IS ORGANIZED; AND TO USE AND SUPPLY WATER FROM SAID CANAL, OR FROM ANY OF ITS LAKES, PONDS OR RESERVOIRS, FOR DOMESTIC, IRRIGATING, MILLING AND STOCK-WATERING PURPOSES ON SUCH TERMS AS THE BOARD OF DIRECTORS MAY PRESCRIBE.

THIRD: - THE STREAM FROM WHICH WATER IS TO BE TAKEN AS AFORESAID IS THE SOUTH PLATTE RIVER, AT THE POINT ABOVE DESIGNATED, AND THE GENERAL COURSE OF SAID CANAL IS IN A NORTHERLY DIRECTION FROM THE PLACE OF BEGINNING TO THE CENTRE OF SECTION SIX, TOWNSHIP TWO, NORTH, RANGE SIXTY-SIX WEST; THENCE RUNNING NORTH, THIRTY DEGREES EAST, TO THE CROSSING OF THE TOWNSHIP LINE, THENCE THROUGH SECTION 21, T. 3, N. R. 66 W. ON A NORTH-EASTERLY AND THEN NORTH-WESTERLY COURSE; THENCE THROUGH SECTION 30, SAME TOWNSHIP AND RANGE ON A NORTH-EASTERLY COURSE; THENCE THROUGH SECTIONS 19 AND 18 IN A NORTHERLY COURSE, THENCE THROUGH SECTION 7, NORTH-EASTERLY, AND THROUGH SECTIONS 2 AND 9 IN AN EASTERLY DIRECTION, AND FROM THE POINT AT WHICH IT EMERGES FROM SECTION 9, T. 3, N. R. 66 W. IT FOLLOWS A NORTH-EASTERLY COURSE TO A POINT ON THE RIDGE KNOWN AS THE DIVIDE BETWEEN THE PLATTE RIVER AND BEEBE DRAW, THENCE IN A COURSE GENERALLY SOUTH TO A POINT IN SECTION 10, T. 3, N. R. 65 W.; THENCE EASTERLY FOR A DISTANCE OF NEARLY ONE MILE AND A HALF TO A POINT ON A SPUR OF THE DIVIDE OF BEEBE DRAW; THENCE RUNNING SOUTH-EASTERLY FOR NEARLY THREE MILES; THENCE IN A GENERAL NORTH-EASTERLY COURSE FOR A DISTANCE OF NEARLY TEN MILES TO THE CROSSING OF THE BOX ELDER DIVIDE, THENCE IN A GENERAL SOUTH-EASTERLY COURSE TO

THE CROSSING OF BOX ELDER CREEK AT A POINT IN SECTION 17, T.3,
N.R.34, WEST.

FOURTH:- THE CAPITAL STOCK OF SAID COMPANY IS HEREBY DECLARED
TO BE SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS, DIVIDED INTO TWO
HUNDRED AND FIFTY SHARES OF TWO HUNDRED AND FIFTY DOLLARS EACH.

FIFTH:- SAID COMPANY SHALL EXIST FOR THE TERM OF TWENTY YEARS

SIXTH:- THE AFFAIRS, CONCERNS, BUSINESS AND MANAGEMENT OF
SAID COMPANY, AND THE USE AND CONTROL OF ITS PROPERTY AND FRAN-
CHISES, SHALL BE UNDER THE CONTROL AND MANAGEMENT OF THREE DIRECT-
ORS, AND JAMES DUFF, SAMUEL J. GILMORE AND THOMAS PIRIE DUNBAR ARE
HEREBY SELECTED TO ACT AS SAID DIRECTORS, AND TO HAVE FULL POWER
AS AFORESAID, FOR THE FIRST YEAR OF THE EXISTENCE OF SAID COMPANY,
AND UNTIL THEIR SUCCESSORS ARE DULY ELECTED AND QUALIFIED.

SEVENTH:- THE DIRECTORS SHALL HAVE FULL POWER TO MAKE SUCH
PRUDENTIAL BY-LAWS AS THEY MAY DEEM PROPER FOR THE MANAGEMENT AND
CONTROL OF THE AFFAIRS AND BUSINESS OF SAID COMPANY.

EIGHTH:- THE PRINCIPAL PLACE OF BUSINESS OF SAID COMPANY IS
HEREBY DECLARED TO BE THE CITY OF DENVER, IN THE COUNTY OF ARAP-
AHOE AND STATE OF COLORADO, AND THE PRINCIPAL OFFICE OF SAID COM-
PANY SHALL BE, AND HEREBY IS, LOCATED IN SAID CITY.

NINTH:- THE PRINCIPAL OPERATIONS OF SAID COMPANY SHALL BE
CARRIED ON IN THE COUNTY OF WELD, IN THE STATE OF COLORADO.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS
THIS TWENTY-THIRD DAY OF OCTOBER A.D. 1903.

Samuel James Gilmore

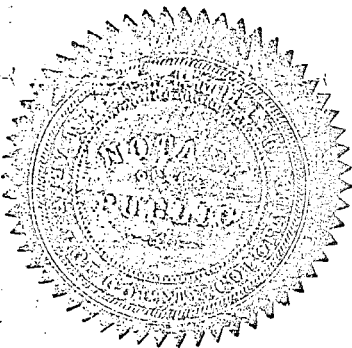
Thomas Pirie Dunbar

Seal

STATE OF COLORADO, :
: ss.
COUNTY OF ARAPAHOE. :

I, WALTER P. MILLER, A NOTARY PUBLIC IN AND FOR THE COUNTY OF ARAPAHOE, IN THE STATE OF COLORADO, DO HEREBY CERTIFY THE JAMES CUFF, SAMUEL J. GILMORE, AND THOMAS PIRIE DUNEAR, WHO ARE PERSONALLY KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF INCORPORATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS 23^d DAY OF OCTOBER, A.D. 1882.



Walter P. Miller
Notary Public

The Little Valley
Irrigation Company

Articles

ARTICLE

1
1. In the Office of the Secretary
of the State of Colorado
on day of Oct, A.
at One o'clock, P.

Page 7

WATKINS

Secretary of State

has been inspected
Entered on the Re-
cord Tax Department

OK
August 30, 1968

Secretary

Clerk

les of Incorporation
of
Gr. Platte Valley Irrigation
Company

STATE OF COLORADO, ss.
COUNTY OF WELD.

I hereby certify that this in-
strument was filed in my office,
at 9 o'clock A. M., Oct.

25th 1883.

Attest
By *J. A. Phillips*

County Clerk and Recorder.

FEE, \$ 50 & Paid.

THIS IS TO CERTIFY that at a meeting of THE PLATTE VALLEY
IRRIGATION COMPANY, organized under the laws of the State of Colorado,
at which all of the Capital Stock of said Company, amounting to \$62,500,
fully paid, was represented by stockholders and by proxy, and on motion
duly made and seconded, it was resolved that the corporate life of said
Company be renewed for a further period of twenty years, dating from
the 23rd day of October, 1903; that said Company has not been adminis-
tered upon as an expired corporation or gone into liquidation or had
any settlement of its affairs or its capital stock increased or de-
creased.

Dated May 1st 1906.

THE PLATTE VALLEY IRRIGATION COMPANY,

By

L. J. Gibson
President.

Attest:

James Thompson
Secretary

42564

CERTIFICATE OF *Paternal*

The Platte Valley

Irrigation

Company

DOMESTIC

This document has been inspected
and properly entered on the Re-
cords of The Flat Tax Department.

Date *August 30, 1968*

Stuvia

Clerk

is the office of the Secretary of
State of the State of California, as the
Secretary of the State of California,
at the City of *San Francisco*,
California, on the 30th day of *August*,
1968.

James H. Cannon
Secretary of State

77.50

CERTIFICATE OF AMENDMENTS TO ARTICLES OF
INCORPORATION OF THE PLATTE VALLEY IRRIGATION COMPANY.

KNOW ALL MEN BY THESE PRESENTS, That we, W. B. GARNER as President, and E. R. STADLER as Secretary, of THE PLATTE VALLEY IRRIGATION COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, do hereby CERTIFY:

First: That we are, respectively, the President and Secretary of said corporation.

Second: That on the 1 day of May, A.D. 1923, a special meeting of the stockholders of said corporation was held at the office of the Company, at which all of the stockholders, to-wit, the owners of the two hundred and fifty (250) shares, being all of the outstanding stock of the Company, were present in person; that all of said stockholders consented in writing to the holding of said meeting, and in writing waived the notice of calling of said meeting, and approved in writing all the actions and proceedings of the stockholders taken at said meeting.

Third: That at said meeting three resolutions were unanimously adopted, the entire 250 shares of the capital stock of said Company being voted in favor of the adoption thereof; that the following is a true and correct copy of said three resolutions:

"RESOLVED, That the Articles of Incorporation of THE PLATTE VALLEY IRRIGATION COMPANY be, and the same are hereby, amended by striking out and rescinding the whole of Article Fourth of said Articles and substituting the following in lieu thereof:

'Article Fourth: The capital stock of said Company shall be divided into three hundred and forty-four (344) shares of the par value of One Hundred Dollars (\$100.) each, and each share of said stock shall be of the same class and of

equal rank and right, and shall entitle the holder thereof to an equal pro rata share of the available water supply of the Company, subject to such rules, regulations, and by-laws as may from time to time be adopted and made effective by the Board of Directors of the Company.

The stock certificates of the Company shall contain all appropriate provisions to carry into effect the purposes of these Articles.

The capital stock of the Company shall be subject to assessment for the purpose of defraying the expense incident to the maintenance and operation of the Company and its properties, and for the purpose of paying, funding or re-funding any of the indebtedness of the Company.

The Company shall have the power to enforce the payment of any such assessment, through suit, by refusal to deliver water on any delinquent stock until such assessment shall be paid, by the forfeiture or sale of any delinquent stock, or otherwise, as may be permitted by the laws of the State of Colorado.

Cumulative voting shall be permitted at all meetings of the stockholders."

"RESOLVED, That Article Sixth of the Articles of Incorporation of THE PLATTE VALLEY IRRIGATION COMPANY, which now reads as follows:

'The affairs, concerns, business and management of said Company, and the use and control of its property and franchises, shall be under the control and management of three directors, and James Duff, Samuel J. Gilmore and Thomas Pirie Dunbar are hereby selected to act as said directors, and to have full power as aforesaid, for the first year of the existence of said Company, and until their successors are duly elected and qualified,'

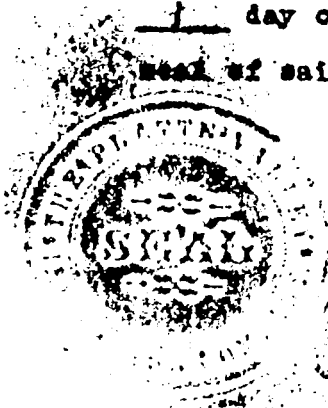
be, and the same is hereby, amended so as to read as follows:

'The affairs, concerns, business and management of said Company shall be under the control and management of five directors.'"

"RESOLVED, That Article Eighth of the Articles of Incorporation of THE PLATTE VALLEY IRRIGATION COMPANY be, and the same is hereby, amended so as to read as follows:

'The principal place of business of said Company is hereby declared to be the City of Greeley in the County of Weld, State of Colorado, and the principal office of said Company shall be and is hereby located in said City of Greeley.' "

IN WITNESS WHEREOF, We, W. B. GAUMER as President,
and E. R. STADLER as Secretary, of said THE PLATTE VALLEY IR-
RIGATION COMPANY, have herunto set our hands and seals, this
1 day of May, A. D. 1923, and have caused the
seal of said corporation to be affixed hereto.



W B Gaumer (SEAL)
President.

ATTEST:

E R Stadler (SEAL)
Secretary.

....STATE OF COLORADO....)
City and County of Denver) ss.

W. B. GAUMER and E. R. STADLER, being first duly
sworn upon oath, each for himself and not one for the other,
depose and say:

That they are the President and Secretary, respec-
tively, of THE PLATTE VALLEY IRRIGATION COMPANY, a corporation
organized and existing under and by virtue of the laws of the
State of Colorado; that they have read the above and fore-
going certificate of amendments to the Articles of Incorpora-
tion of the said The Platte Valley Irrigation Company, and
know the contents thereof; and that the statements set forth
in said certificate are true; and that the resolutions,
copies of which are set forth in said certificate, are true
and correct copies of the resolutions adopted by the stock-
holders of said Company as in said certificate stated; and
that they, as such President and Secretary respectively of
said corporation made, signed and executed the said certificate.

W B Gaumer
E R Stadler

Subscribed and sworn to before me this 1 day of
May, A. D. 1923.

My commission expires October 11, 1926

Marie C. Foley
NOTARY PUBLIC



U. 218-4

Documents have been inspected
and properly Entered on the Re-
cords of the Flat Tax Department

May 3rd 1913
E. W. Darby, Deputy Clerk

77590

OK

Certificate of Amendments

TO THE

Certificate of Incorporation

The Flat Tax Valley
Navigation Company

DOMESTIC

FILED IN THE OFFICE OF THE
CLERK OF THE COURT
AT THE CITY OF
A. D. 1913
May 3rd
E. W. Darby, Deputy Clerk

(8 Amendments)
RECORDED

BOOK 221 PAGE 56

This document has been inspected
and properly Entered on the Re-
cords of the Flat Tax Department

OK
Date August 31, 1918

W. W. W. Clerk

CERTIFICATE OF EXTENSION OF TERM OF EXISTENCE
And Renewal of life
OF
THE PLATTE VALLEY IRRIGATION COMPANY.

KNOW ALL MEN BY THESE PRESENTS; That we, the undersigned, President and Secretary, respectively, of The Platte Valley Irrigation Company, a corporation, doing business under and by virtue of the laws of the State of Colorado, do, pursuant to said laws, make, execute and acknowledge, in triplicate, this Extension of Term and Renewal of Life of said company, as follows:

I.

That, on the 26th day of December, 1923, persons owning more than ten per cent of the capital stock of The Platte Valley Irrigation Company, a corporation, organized on the 23rd day of October, 1883, and whose corporate life has heretofore been extended to October 23, 1923 as by law provided, and whose corporate life expired on said last date, gave notice, as by law provided, that a special meeting of the stockholders of The Platte Valley Irrigation Company would be held in the City Hall, in Greeley, Colorado, on the 29th day of January, 1924, for the purpose of considering and voting upon the question of extending the corporate life of said corporation for a period of twenty years from the expiration thereof, which notice was duly mailed to each and every stockholder of said company more than 30 days prior to the date of said meeting, and was also duly published in the Greeley Tribune and Weld County Republican, a legal newspaper published in said City of Greeley, where the principal office of said corporation is located, as by law provided.

II.

Upon the day and time noticed for said meeting and at the place mentioned therein, said special meeting of stockholders was held for said purpose. That said meeting was duly organized and an inspection showed that 210 shares, being more than a majority of all the

shares of said company outstanding, were present in person or by proxy; that at said meeting the following resolution was adopted, the vote thereon being taken by ballot, and 210 shares being cast in favor thereof, the same being more than a majority of the stock of said company, to-wit:

RESOLUTION:

WHEREAS, The Platte Valley Irrigation Company, a corporation, organized under the laws of the State of Colorado, was duly organized and became a corporation on the 23rd day of October, 1883, and was thereafter renewed and extended for a period of twenty years and until October 23, 1923, as by law provided; and at all times hitherto and ever since has been a corporation actually engaged in the business for the purposes mentioned in its said articles of incorporation, and said corporation has never been dissolved, and

Whereas, the term of existence or life of said company expired on October 23, 1923, and the stockholders of said corporation desire to extend the life thereof for another period of twenty years;

NOW, THEREFORE, Be it Resolved, that the corporate life and term of existence of The Platte Valley Irrigation Company be renewed and the same be extended for another term or period of twenty years, from October 23, 1923 and to and including October 23, 1943; and that the President and Secretary of the company be and they are hereby empowered to make and execute under the seal of said corporation, a certificate showing that the life of said company has been extended for another period of twenty years as aforesaid.

That thereupon the corporate life of said company was extended for a period of twenty years and until October 23, 1943, and this certificate of said action is duly made, executed and filed in evidence thereof.

IN WITNESS WHEREOF, we have hereunto subscribed our names as such officers of said company, and have caused the corporate seal of said company to be hereunto affixed this 29th day of January, A.D. 1924.



E. B. Bann PRESIDENT.

C. D. Todd SECRETARY.

STATE OF COLORADO,)
) ss.
COUNTY OF WELD.)

I, John W. Henderson, a Notary Public
in and for said county and State, do hereby certify, that Fred Arens
President and J. D. Todd, Secretary, of The Platte Valley Irrigation
Company, a corporation, personally know to me to be such officers
of said company, and personally known to me to be the persons whose
names are subscribed to the annexed and foregoing certificate of
extension of term and renewal of life of The Platte Valley Irrigation
Company, appeared before me this day in person and acknowledged, that
they signed, sealed and delivered the said instrument of writing as
their free and voluntary act and that of said corporation, being duly
authorized so to do, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day
of January, 1924.

My commission expires

Feb 24, 1924

John W. Henderson
Notary Public.



788011

CERTIFICATE OF INCORPORATION
OF CORPORATE LIFE OF
THE PLATTE VALLEY IRRIGA-
TION COMPANY.

DOMESTIC

FILED in the office of the Secretary of
State, of the State of Nebraska, on the
31 day of January
A. D. 1924 at Lincoln

CARL S. WILKIN,
Secretary

Filing Clerk *Leahy* Fee *30.00*

RECORDED

BOOK 228 PAGE 401

Wm

Q-218-9

This document has been inspected
and properly entered on the Re-
cords of the Flat Tax Department.

Date *Feb 1, 1924*
Edna Stark Leach, Clerk

Wm

This document has been inspected
and properly entered on the Re-
cords of the Flat Tax Department.

Date *August 30, 1928* OK ^C

Wm Clerk

441-
CERTIFICATE OF RECEIPT
OF CORPORATE LIEN OF
THE PLATE VALLEY
IRRIGATION COMPANY.

STATE OF COLORADO,)
COUNTY OF YARB

I HEREBY CERTIFY THAT THE INFORMATION

WAS RECEIVED BY ME ON MAY 3, 1914

AND IS IN FULL PAYMENT OF

YAC.

BY H. H. Grabe

FOR \$ 50.

STATE OF COLORADO,
County of Weld } ss.

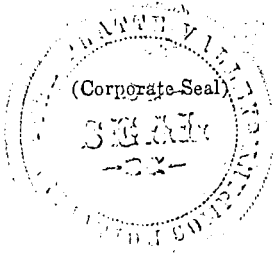
To Whom It May Concern:

This is to certify that a special meeting of the stockholders of.....
The Platte Valley Irrigation Company,
a Colorado corporation, was held at City Hall, Greeley, Colo. on the 21st day of
December, A. D. 1943, such meeting having been called by the stockholders repre-
senting at least 10 per cent (10%) of the entire capital stock of the company outstanding. Notice of such
meeting as provided by law, was published at least once not more than thirty days and at least ten days
prior to the date fixed for said meeting in a newspaper printed at Greeley,
State of Colorado, and notice of said meeting was delivered personally or mailed to each stockholder thirty
(30) days prior to the date of such meeting, there being represented at such meeting 230 1/2
shares of the capital stock of said company out of a total of 344 shares outstanding.

At said meeting a resolution was passed to extend the corporate existence of the said corporation*
in perpetuity, from and after the date of the expiration of its corporate life,†
the resolution receiving a MAJORITY vote of all the outstanding stock of the corporation. The president
and secretary were authorized to certify this resolution under the corporate seal of the company, to file
such certificate with the Secretary of State of the State of Colorado, and to file duplicate certificate under
seal of the company in the office of the Recorder of Deeds in each county or counties wherein the com-
pany may do business in the State of Colorado, and in pursuance of such resolution, we do hereby certify
the same under the seal of the company.

Joseph Webber
President.

Raymond C. [Signature]
Secretary.



*Corporate existence may be renewed perpetually or for any specified number of years.
†This certificate of renewal shall be filed before or within one year after the expiration of the charter to be so
Fee for filing certificate of renewal is \$20.00 for \$50,000 or less and twenty cents for each additional or frac-
tional part of one thousand dollars of authorized capital stock, plus \$5.00 for certificate of renewal.

CERTIFICATE OF RENEWAL
OF THE
CERTIFICATE OF INCORPORATION
OF

*The Platte Valley
Irrigation Company*

DOMESTIC
RECORDED

055

- 0) V

02900

DEC-22-43

BOOK 466 PAGE 109

FILED in the office of the Secretary of
State, of the State of Colorado, on the

22 day of *December*

A.D. 194*3* at *1:00* o'clock *PM*

L. J. BENNETT, Secretary of State

Filing Clerk

Old Age Pension Fund

Indexed by
[Signature]

This document has been inspected
and properly Entered on the Re-
cords of The Flat Tax Department.

Date December 20, 1943

OK E. E. Hopkins Clerk

This document has been inspected
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OK

Date *August 30, 1961*

Nelson Clerk

741

CERTIFICATE OF RENEWAL

OF THE 989094

CERTIFICATE OF INCORPORATION

OF

The Platte Valley Irrigation Company

DOMESTIC

STATE OF COLORADO, } ss.
COUNTY OF WELD. }

I HEREBY CERTIFY THAT THIS INSTRUMENT

WAS FILED IN MY OFFICE, AT 10⁰⁰

O'CLOCK *A* DEC 22 1943

Anna Spencer

BY *Kathryn McWilliams*

FES. 50

FILED

THE CHAPMAN-ROBINSON PTE. CO., DENVER

IL-0.50 98202 DEC 22-43



ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

PLATTE VALLEY IRRIGATION COMPANY

DNC 19871005954
Pursuant to the provisions of the Colorado Revised Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

new
FIRST: The name of the corporation is Platte Valley Irrigation Company.

SECOND: The following amendment to the Articles of Incorporation was adopted on September 14, 2001, as prescribed by the Colorado Revised Statutes, in the following manner: Such amendment was adopted by a vote of the shareholders. The number of shares which voted for the amendment was sufficient.

The shareholders of PVIC hereby amend Article 7 to read as follows:

The directors shall have full power to make such prudential by-laws as they may deem proper for the management and control of the affairs and business of said Company. The shareholders declare to the extent that the Company is governed by Colorado Revised Statutes, Title 7, Article 40: (1) the directors do not have the authority to impose greater shareholder voting requirements for any matter on the shareholders unless such greater voting requirement is approved by the shareholders; (2) the shareholders may amend and repeal bylaws approved by the Board of Directors; (3) the shareholders may adopt bylaws; and (4) the provisions of these Articles of Incorporation control over provisions of the Bylaws.

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\$ 25.00

SECRETARY OF STATE

10-22-2001 16:01:40

Date: October 11, 2001

Bill Schmidt

Signature

Title: President

Donna L. Coble

Signature

Title: Secretary



COMPUTER UPDATE COMPLETE
MJ

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
FOR A NONPROFIT CORPORATION

Form 305 Revised October 1, 2002

Filing fee: \$25.00

Deliver to: Colorado Secretary of State

Business Division,

1560 Broadway, Suite 200

Denver, CO 80202-5169

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DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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SECRETARY OF STATE
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Pursuant to § 7-130-105 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Amendment to the Articles of Incorporation are delivered to the Colorado Secretary of State for filing. # 198 71005954

1. The entity name of the nonprofit corporation is: The Platte Valley Irrigation Company

(If this amendment includes a change of name for the corporation, indicate the corporation name PRIOR to this amendment)

2. Text of the amendment adopted (attach additional sheets if needed): The stockholders of Platte Valley Irrigation Company hereby add the following Article 10 to read as follows:

The directors of the Company shall have no personal liability to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director; except that this provision shall not eliminate or limit the liability of a director to the nonprofit corporation or to its stockholders for monetary damages for: any breach of the director's duty of loyalty to the Company or its stockholders; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in Sections 7-128-403 or 7-128-501, Colorado Revised Statutes; or any transaction from which the director derived an improper personal benefit.

3. The amendment to the Articles of Incorporation was adopted on (date) December 16, 2003 in the manner indicated below (mark appropriate procedure):

☒ The amendment was adopted by the members AND the number of votes cast for the amendment by each voting group entitled to vote separately on the amendment was sufficient for approval by that voting group

4. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Wendy S. Rudnik, Esq.
Bernard, Lyons, Gaddis & Kahn, P.C., P.O. Box 978, Longmont, CO 80502-0978

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

Disclaimer: This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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**AMENDED AND RESTATED
BYLAWS
OF
THE PLATTE VALLEY IRRIGATION COMPANY**

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**AMENDED AND RESTATED
BYLAWS
OF
THE PLATTE VALLEY IRRIGATION COMPANY**

BYLAW 1

ADOPTION AND AMENDMENT OF BYLAWS

Section 1.1. By the Board of Directors. These Bylaws, except for Sections 1.1, 1.2, 3.1, 3.12, 6.1 and Bylaw 4, and any rules and regulations from time to time duly adopted by the Board of Directors of the Company, may be amended or repealed at any meeting of the Board of Directors called for that purpose or at which all of the directors of the Company are present, by a majority vote of the entire Board, provided the amendments or additions are not inconsistent with the laws of the State of Colorado, or of the United States, or the Articles of Incorporation, or any contractual or other obligations assumed by the Company. Notwithstanding the other provisions of this Bylaw, if an existing bylaw of the Company calls for greater than a majority vote of the directors of the Board of Directors to authorize action by the Board, the Bylaw must be adopted by that greater vote and may only be amended by at least the percentage of the votes of the directors of the Board of Directors required to take the action.

Section 1.2. By the Stockholders. The Bylaws may be amended or repealed by the stockholders at an annual or special meeting for which notice is given for the proposed action as provided by the laws of the State of Colorado. Any amendments or repeals of Sections 1.1, 1.2, 3.1, 3.12, 6.1 of the Bylaws and Bylaw 4 may only be amended or repealed with approval by a majority of the shares of stock represented by the owners in person or by proxy at an annual or special meeting of the stockholders called for that purpose. Bylaws adopted or amended by the stockholders may not be further amended or repealed by the Board of Directors unless the Bylaws adopted or amended by the stockholders provide for amendment or repeal by the Board of Directors.

Section 1.3. Restated Bylaws. The Secretary shall annually provide to the stockholders a restated compilation of the Bylaws with all amendments and deletions with a history of amendments. The restated compilation approved by the Board of Directors shall be the operating Bylaws of the Company.

BYLAW 2

SEAL OF THE COMPANY

The seal of the Company, when required by law or deemed convenient or necessary by the Board of Directors, may be used to authenticate any document of the Company. The seal shall contain the words "THE PLATTE VALLEY IRRIGATION COMPANY" around the margin of a circle containing the word "SEAL" within the circle. Unless required by law, the

seal of the Company is not necessary to authenticate any document or instrument of the Company.

BYLAW 3

WATER

Section 3.1. Rights to Water.

(a) *Water Delivery to Stockholders.* The Company shall carry and deliver water that stockholders are entitled to receive as a result of ownership of stock in the Company.

(b) *Stockholder Entitled to Water Delivery Based on Share Allocations.* Each stockholder is entitled to an allocation of water obtained by the Company to be carried in the ditch for the beneficial use by stockholders in the ratio that the number of shares of stock owned by the stockholder bears to the whole number of shares issued and outstanding. The allocation of water shall be made available for delivery at the stockholder's headgate subject to the provisions in the Bylaws and the Rules and Regulations. Transfers of water, which would change the allocation of water delivered to a stockholder, may occur in accordance with the Bylaws and the Rules and Regulations.

Section 3.2. Water Delivery.

(a) *Delivery Through Company Headgate.* Water that stockholders are entitled to receive as a result of ownership of stock in the Company shall not be transferred, used, or utilized by any stockholder or user of the water without first being diverted through the headgate of the Company as presently constructed or as may be hereafter constructed, except for C-BT Water transferred outside of the ditch system.

(b) *Deliveries Measured at Headgates.* Deliveries of water to the stockholders of the Company shall be measured at the stockholders' headgates in the ditch of this Company.

(c) *Company Not Responsible for Private Laterals.* The Company in no event assumes any responsibility for the maintenance, operation, repair of, or distribution of water after delivery to the stockholders' headgates.

Section 3.3. No Deliveries to Stockholders with Overdue Debts or Assessments. The Company shall not carry or deliver water to any person or entity:

- (a) who as principal, surety, or otherwise, has an overdue debt to the Company, or
- (b) who is the owner of stock or is otherwise entitled to a water allocation if the stock for which the water allocation is attributable has an unpaid overdue installment, or an unpaid overdue assessment made upon the stock.

Section 3.4. Board Runs Water; No Liability for Shortage. The Board of Directors and the Superintendent as directed by the Board of Directors shall have all authority to determine how and when to run water in the Company's ditch system for the collective benefit of the stockholders in the discretion of the Board of Directors. The Company and the Board of Directors shall not be liable for a shortage of water from any cause whatsoever, and shall have the right at all times, when in the judgment of the Board of Directors it may be reasonably necessary, to stop the running of water in order to make repairs, changes, or alterations.

Section 3.5. Division of Ditch; Proration of Water. The Board of Directors may divide the Company's ditch into sections, and rotate or prorate the available water carried through the ditch in a manner and at times as determined by the Board of Directors to best assure each stockholder their pro rata share of that part of the Company's water supply to which the stockholder may be entitled.

Section 3.6. Transfer of Water Allocations on a Temporary Basis. A stockholder who does not desire to use the water allocated to the stockholder from any source, including C-BT Water, in any water year as specified by the Board of Directors may, upon application and approval by the Board of Directors, transfer the water allocated for the water year to other stockholders for beneficial use within the Company's ditch system. The Company assumes no responsibility for delivery of the transferred water and under no circumstances will the Company construct new gates in the Company's ditch or obstruct the flow of water in the Company's ditch by checks or otherwise to accommodate an intrastockholder transfer. Any transfer of a certificate, right, or the right to use water is subject to the review and approval of the Board of Directors, which may refuse to approve the transfer if the transfer would adversely affect the ability of the Company to deliver stockholders their full allocation of water.

Section 3.7. Ditch Headgates Exclusively Operated by Company. All stockholders' headgates in the Company's ditch shall be recorded on the records of the Company and new headgates may only be installed upon approval by the Board of Directors at the stockholder's expense. All stockholders' headgates in the Company's ditch shall be operated and maintained by, and be under the exclusive control of, the Company, and no stockholder or any other person shall have the right to interfere with, reconstruct, repair, change, alter, or open or close any of the headgates in any manner whatsoever.

Section 3.8. Stockholder Maintenance of Headgates and Weirs of Less Than Two Shares. The Company is not obligated to, but may at times in its sole discretion, maintain any headgate or weir where the amount of water being delivered through the stockholder's headgate or weir is less than two full shares of stock of water delivery excluding any C-BT Water. In the event the Company provides maintenance of such headgates or weirs at its sole discretion, it is not obligated to provide such maintenance in the future. A stockholder receiving less than two shares of stock of water delivery through a headgate or weir is responsible for the cost and maintenance, at the direction of the Board of Directors, of the stockholder's headgate and weirs.

Section 3.9. Board May Adopt Rules to Operate Ditch. The Board of Directors of the Company may, to meet an emergency or in the general operation of the Company's system, adopt and promulgate other rules and regulations for the collection and distribution of the Company's water supply.

Section 3.10. Rights to Run Foreign Water in the Ditch.

(a) *Requirements.* A person, including stockholders, may only run foreign water in the Company's ditch under license or permit and as provided in this Section 3.10 and Section 3.11.

(b) *License to Others.* The Board of Directors may, at its sole discretion, grant persons or entities a license to use the ditch system of this Company for the purpose of transporting water under terms and conditions, and at times, as will not interfere with the Company's obligation to deliver water to the stockholders for agricultural purposes, or the Company's ability to maintain its ditches and structures. In accepting a license, the person or entity shall hold the Company harmless from any and all liability or damage that may be suffered by the Company, or by any person or stockholder, by reason of the licensee's use of the Company's ditch system and structures, without regard to the licensee's negligence or the negligence of the Company, and the licensee shall have no right of contribution or indemnity from the Company. The licensee shall be strictly liable to the Company for any damage to the Company's ditch, structures, or operations by reason of its use of the Company's ditch or structures. The Board of Directors shall set a fee to be charged for the license. The license fee, plus any additional expenses incurred by the Company in accommodating the request of the licensee, shall be deposited, or prepaid, or otherwise secured as determined by the Board of Directors.

Section 3.11. Private Water Carriage for Stockholders.

(a) *Right and Permission for Private Water Carriage.* Any stockholder who desires the carriage of foreign water acquired by the stockholder may use the Company ditch system for carriage of the foreign water that flows through the stockholder's headgate to be used on the stockholder's land subject to this Section 3.11. A stockholder who desires carriage to make up any diminished delivery of C-BT Water allocation for shares from which no C-BT Water has been transferred shall have priority over carriage of foreign water for other stockholder purposes.

(b) *Company System Capacity Limitation and Priorities.* The carriage of foreign water in the Company ditch system by a stockholder shall be limited by the excess capacity remaining as determined by the Board of Directors after water acquired or contracted by the Company for the stockholders collectively and the carriage of water by others who have a legal right or priority under preexisting agreements is delivered. If the approvals for the carriage of foreign water carried for stockholders exceeds the excess capacity of the Company system to carry the foreign water at any time as determined by the Board of Directors, then the Board of Directors shall reduce the approved carriage volume of foreign water for stockholders based on any class of priority as determined by the Board of Directors on a pro rata basis.

(c) *Compatible Water Quality.* A stockholder may only use the Company ditch system for the carriage of any foreign water of a quality that is comparable with other water in the Company system as determined by the Board of Directors.

(d) *Seepage, Evaporation and Carriage Losses.* Any foreign water carried by the Company system by a stockholder shall be charged with the seepage, evaporation, and carriage losses as determined by the Board of Directors for other water on the Company ditch system at the time the stockholder water is carried.

(e) *Fee for Private Water Carriage.* Each stockholder shall be charged, and if not paid, assessed a carriage fee determined by the Board of Directors for foreign water that is carried by the Company ditch system under this section for the stockholder.

(f) *Carriage Permit.* Prior to any foreign water being carried by the Company ditch system, the stockholder shall obtain from the Board of Directors a carriage permit or easement identifying the source, amount, point of transfer in the Company ditch system, and other information requested by the Board of Directors. Upon 45 days after receipt of the permit or easement request, the Board of Directors shall (1) approve the request; (2) approve the request with modifications; or (3) disapprove the permit request stating the reasons for disapproval.

Section 3.12. Restrictions on Transfer of Water.

(a) *Restrictions on Board.* The Board of Directors shall not sell, transfer, or otherwise alienate any waters obtained for the beneficial use of the stockholders, including the allocations of the waters of the Northern Colorado Water Conservancy District, without approval by a majority of the shares of stock represented by the owners in person or by proxy at an annual or special meeting of the stockholders. Notwithstanding the restriction in this section, the Board of Directors shall have the authority to transfer use of waters allocated for a water year that have not been run by the end of the season as determined by the Board of Directors to others for use within or outside of the Company ditch, as set forth in the Rules and Regulations, for the purpose of managing the Company ditch system. Any stockholder desiring to take delivery of water resulting from the units of the Colorado-Big Thompson Project assigned for delivery from the Platte Valley Irrigation Company account (“C-BT Water”) must either: (1) take delivery of the water on or before October 15 of the current year; or (2) on or before October 15 schedule delivery of the water with the Company Superintendent, with the water to be run during the period that the ditch is in operation during the current year. If neither of the above conditions is met, the Company, at its option, may lease the C-BT water to third parties at terms the Company negotiates and deposit the proceeds in the Company general fund, except that the Company shall not lease the portion of C-BT water that can be carried over pursuant to the rules of the Northern Colorado Water Conservancy District.

(b) *Changes of River Water Rights.*

(1) *Application to Board.* Any stockholder desiring a change of water right (“Applicant”), other than a transfer of C-BT water which is subject to Bylaw 4

and not the provisions of this Section 3.12(b), including, but not limited to, a change in point of diversion, place of use, or type of use of any water that the Applicant is entitled to receive as a result of stock ownership, must first make a written application therefor to the Board of Directors of the Company (“Change Application”). A change of water right includes the use of water as augmentation water in a plan for augmentation or exchange and/or in a substitute water supply plan. The Change Application should detail the requested change and include the terms and conditions consistent with the ditch-wide analysis as described in Section 3.12(b)(2) below (“Ditch-wide Analysis”) and include any other terms and conditions necessary to prevent injury to the Company and its stockholders. If the District Court for Water Division No. 1 (“Water Court”) has modified the terms and conditions consistent with the Ditch-wide Analysis in a previous change application of river water associated with Company shares of stock, Applicant shall apply the terms and conditions approved by the Water Court in the Change Application. If, in the reasonable opinion of the Board of Directors, such change may be approved without injury to the Company and all of its stockholders, the Board of Directors shall then approve the Change Application subject to the terms and conditions of the Ditch-wide Analysis (or such terms and conditions of the Ditch-wide Analysis as previously approved by the Water Court) and any other necessary terms and conditions. In evaluating whether the requested change of water rights can be made without injury to the Company and its stockholders, the Company may obtain an engineering and legal analysis of the Change Application by the Applicant and the terms and conditions offered by the Applicant.

(2) *Ditch-wide Analysis.* A Ditch-wide Analysis shall be completed as soon as possible for the river water right decreed to the Company ditch (“Water Right”). The Ditch-wide Analysis shall calculate the amount of transit loss in the Company ditch; the number and location of lands historically irrigated by the Company ditch; the time, place, and amount of historical return flows; the historical consumptive use of the Water Right and the pro rata portion of the historical consumptive use associated with each share of the Company and any other information relating to the historical use of the Water Right and delivery of the Water Right.

(3) *Decision on Application.* The Company shall approve or disapprove the Change Application within 120 days of submission by an Applicant provided that the Ditch-wide Analysis is complete. If the Ditch-wide Analysis is not complete when the Applicant submits the Change Application to the Company, the Company shall approve or disapprove the Change Application 120 days after the completion of the Ditch-wide Analysis.

(4) *No Application to District Court or the State Engineer Without Company Approval.* No application for approval of a change of water right or plan for

augmentation as described above may be made to the Water Court nor may an application for a substitute water supply plan including river water associated with Company shares of stock be made to the State Engineer, unless the same has been approved by the Company. If a Change Application has been approved by the Company, the Applicant must include terms and conditions at least as restrictive as those approved by the Company in an application to the District Court for Water Division No. 1, State of Colorado and/or in an application for substitute water supply plan to the State Engineer.

(5) Reimbursement of Company Costs.

(i) An Applicant for a change of water right must reimburse the Company for the Company's reasonable costs and fees in analyzing the Change Application and in any judicial litigation that follows, including a challenge to the Company's denial of a Change Application. Prior to obtaining legal and engineering analyses of the Change Application, the Company shall obtain an estimate of the costs. The Company shall obtain said estimate of cost within 30 days of submission of a Change Application and the Applicant shall have 30 days after receipt of the estimate from the Company to make the deposit of the estimated costs to the Company. For every day past 30 days in which the Applicant does not make its deposit, the deadline for the Company to approve or disapprove the Applicant's Change Application shall be extended. The Company shall not take final action on any Change Application until, and unless, the Applicant makes said deposit. If the estimate and deposit need to be adjusted by further payment or reimbursement, said adjustment shall be made upon the completion of the analysis. In no event shall the Company be required to finally approve or disapprove the Change Application until all fees incurred by the Company are reimbursed.

(ii) The Applicant shall reimburse the Company a portion of the cost of the Ditch-wide Analysis according to the number of Company shares of stock in the Change Application. Upon the completion of the Ditch-wide Analysis, the Board shall calculate the cost of obtaining the Ditch-wide Analysis and divide that amount by the number of shares in the Company to determine the pro rata cost for each share ("Pro Rata Cost"). The Company shall not be required to finally approve or disapprove the Change Application until the Pro Rata Cost for each share of stock in the Change Application is reimbursed to the Company.

(6) Reimbursement of Legal and Engineering Costs to the Applicant in First Change Case. The Company recognizes that the Applicant adjudicating the first Change Application of water rights ("the First Applicant") as described above will incur substantial legal and engineering expenses. The first application

successfully adjudicated based on a Ditch-wide Analysis as specified in subsection 3.12(b)(2), above, should greatly benefit all future applicants for a change of water rights (“Future Applicants”). These Future Applicants should be able to rely on the decree adjudicated by the First Applicant. See Williams v. Midway Ranches Property Owners Ass’n, 938 P.2d 515 (Colo. 1997). In recognition of this, the Future Applicants should reimburse the First Applicant a portion of legal and engineering expenses incurred by the First Applicant as set forth below:

- (i) Following the entry of a decree by the First Applicant, the First Applicant, at its option, shall submit to the Company an application for reimbursement. The application shall include the decree entered by the Water Court and documentation supporting the legal and engineering expenses of the First Applicant. The Company shall determine if the First Applicant successfully adjudicated a change of water rights based on a Ditch-wide Analysis approved by the Company.
- (ii) If the Company confirms the successful adjudication of a change of water rights based on a Ditch-wide Analysis approved by the Company, it shall determine the reasonable legal and engineering expenses (“reasonable legal and engineering expenses”) incurred and paid by the First Applicant. The Company shall then require any Future Applicants who have: 1) applied for a change of water rights within twenty (20) years of the date a final decree was obtained by the First Applicant; and 2) successfully adjudicated the Change Application based on the change adjudicated by the First Applicant to reimburse the First Applicant for a portion of the First Applicant’s reasonable legal and engineering expenses determined as follows:

First Applicant’s Reasonable Legal and Engineering Expenses	–	Future Applicant’s Reasonable Legal and Engineering Expenses	X	.8	X	Number of Shares Changed by a Future Applicant ÷ 344 (the number of shares in the Company)	=	Payment by Each Future Applicant to the First Applicant
---	---	--	---	----	---	--	---	---

Thus, if Future Applicants filed for changes of water rights represented by all of the Company shares not changed by the First Applicant within twenty (20) years of a final decree obtained by the First Applicant and the Future Applicants successfully adjudicated their changes of water rights, the First Applicant would recover 80% of the difference between its reasonable legal and engineering expenses and the reasonable legal and engineering expenses of all Future Applicants multiplied by the number of shares changed by the Future Applicants divided by 344, without interest. The payment by the Future Applicants

shall be made to the Company and shall be made within thirty (30) days of the entry of a final decree to any Future Applicant. The payment shall be a condition of the delivery of water to any Future Applicant.

(7) *Void Sections Don't Affect Other Sections.* If any portion of this Section 3.12(b) is declared void by a court of law, the remaining portions of this bylaw shall remain in full force and unaffected.

Section 3.13. Use of Water Resulting in Increase in Interest Rate. Any stockholder who makes any use of water, whether directly or by lease, sale, or exchange, or who adjudicates a change of water right or takes any other action that causes the Company to pay a higher interest rate on any loan or other obligation of the Company, including any loan from the Colorado Water Conservation Board ("CWCB"), shall be solely responsible for paying to the Company, within 30 days of billing, the full amount of the incremental payment that is due from the Company.

Example: If the Company has a \$100,000 loan at an interest rate of 3% resulting in an annual interest payment of \$3,000 and a stockholder who adjudicates a change of water or uses water in such a fashion so as to cause the interest rate to increase to 4% resulting in an annual payment of \$4,000, the stockholder shall owe the Company the incremental amount of the annual interest payment, or \$1,000, within 30 days of billing.

BYLAW 4

TRANSFER C-BT WATER OUT OF DITCH

Section 4.1. Transfer of C-BT Water.

(a) *General Requirements.* The stockholders of the Company have had the beneficial use of waters (referred to as "C-BT Water" for purposes of these Bylaws) that were allocated to the Company by the Northern Colorado Water Conservancy District (referred to as the "District") for use by the stockholders, and such beneficial use includes the ability to carry over a portion of C-BT Water annually. A stockholder may transfer the beneficial use of C-BT Water or carryover capacity associated with C-BT Water ("Carryover Capacity") to other persons or entities whose beneficial use of the C-BT Water or the Carryover Capacity will be outside of the Company ditch system if the conditions of this Bylaw 4 are satisfied as determined by the Board of Directors and any such transfer is contingent upon those conditions.

(b) *Bylaw Transfer Conditions Met.* The stockholder who desires to transfer the beneficial use of C-BT Water to other persons or entities who will take delivery of or use the C-BT Water outside of the Company ditch system (referred to as the "Transferring Stockholder") must meet the conditions set forth in Section 4.1 and Section 4.2 for transfers of C-BT Water requiring a change in the allotment contract with the District. The stockholder who desires to lease the beneficial use of C-BT Water or Carryover Capacity to persons or entities who will take

delivery of or use the C-BT Water or Carryover Capacity outside the Company ditch system (also referred to as the “Transferring Stockholder”) must meet the conditions set forth in Section 4.1 as applicable and Section 4.3 for leases that do not require a change in the allotment contract with the District.

(c) *District Audit Not Required.* The transfer must not require or request a District audit of C-BT Water use in the Company ditch system. “Transfer” for purposes of this Bylaw 4 means any act that results in the allocation or diversion of the C-BT Water or Carryover Capacity outside of the Company ditch system or a beneficial use outside of the Company ditch system, regardless of whether the transfer requires a change in the allotment contract with the District or whether the transfer is a lease that does not require a change in the allotment contract with the District.

(d) *\$10,000 Per Share Equity Contribution.* The Transferring Stockholder must make or commit, in a manner satisfactory to the Board of Directors, a contribution to the equity of the Company of \$10,000 per share or a proportional amount from a partial share of stock on a certificate from which an allocation of C-BT Water is transferred (referred to as the “Contribution”). For example, for a transfer of C-BT Water from a certificate of 0.65 shares is a Contribution of \$6,500 and a transfer of C-BT Water from a certificate of 2.333 shares is a Contribution of \$23,330. Each Contribution shall be credited as paid in capital of the stockholder and upon liquidation of the Company shall have a priority to be paid over other equity of the stockholders. The collective Contribution of the stockholders under this paragraph (d) shall be credited to a separate capital improvements account (referred to as the “Capital Improvements Account”) and except as provided in paragraph (k), may be spent only for capital expenditures for projects to improve ditch flow, to reduce seepage and loss and otherwise keep the facilities of the Company in good repair, to construct improvements, to acquire sources of water and to pay taxes and administrative costs associated with the Capital Improvements Account. Except as provided in paragraph (k) and to pay taxes and administrative costs associated with the Capital Improvements Account, any expenditures from the Capital Improvements Account must be approved by a majority of the shares of stock represented by the holders in person or by proxy at an annual or special meeting of the stockholders. The Contribution is only required on the initial transfer of the allocation of C-BT Water from the share after the adoption of this bylaw. If a certificate designates more than one share of stock, the transfer will be deemed to have occurred equally from all shares represented by the certificate.

(e) *Attorney Opinion Letter.* The Transferring Stockholder must provide with the application for transfer an opinion letter of an attorney addressed to the Transferring Stockholder and the Company that is satisfactory to the Company stating that:

(1) the attorney has reviewed the transfer and the business transaction or transactions associated with the transfer (referred to as the “transaction”), the facts underlying the transfer and the transaction, federal and state law applying to the transfer and transaction including, but not limited to, statutory and case law and

Internal Revenue Service regulations and rulings, and all transaction documents to make the opinion;

(2) the transfer and transaction are consistent with the Internal Revenue Service's PLR 200307009, and particularly with the characterization of tax liability to the Company as described in PLR 200307009;

(3) for federal income tax purposes the Transferring Stockholder is the beneficial owner of the C-BT Water rights to be transferred based on the records of the Company and information known to the attorney and that the transfer is not a sale or disposition of the CB-T Water to be transferred by the Company to any transferee or a distribution of the CB-T Water to be transferred or the proceeds of the transfer by the Company to the Transferring Stockholder with respect to the Transferring Stockholder's stock;

(4) the transfer and the transaction are enforceable and legal and comply with Bylaw 4 of the Company's Bylaws; and that the only contingency is the District approval of a change in the allotment contract with the Company, unless otherwise agreed to by the Board of Directors; and

(5) the Company can reasonably rely on the opinion letter and the facts represented in the opinion letter when approving the transfer.

In the event the Company approves the transfer, it will be presumed that the Company has relied on assertions of material fact contained in the opinion letter. The opinion letter may be rejected by the Company as inadequate as determined by the Board of Directors.

Prior to submitting an application for transfer, the Transferring Stockholder may submit a form of opinion for review by the Company. The costs for the review, including legal fees, must be agreed to be paid by the Transferring Stockholder prior to any review by the Company as set forth in paragraph (g).

(f) *Company Held Harmless.* The Transferring Stockholder and any person or entity with an interest in the stock including all stockholders and lienholders of record (referred to as "All Interest Holders of Record") must sign a statement approved by the Board of Directors holding the Company harmless from any claims or liability resulting from the transfer.

(g) *Stockholder Pays Company's Cost of Transfer.* Prior to the Company reviewing an application for transfer or any pre-application materials such as a form of an attorney opinion letter, the Transferring Stockholder must agree in writing to directly pay the Company's costs of the transfer, including but not limited to reasonable attorneys' fees and costs incurred by the Company relating to the transfer. All Interest Holders of Record must also sign the agreement regarding the payment of costs and agreeing that the shares from which the C-BT Water would be transferred may be assessed for these costs in the event the Transferring Stockholder fails to pay the Company, and that the Company may enforce the right to assess the shares as provided

in paragraph (m). Such agreement shall also provide that the Transferring Stockholder shall be responsible for paying the Company's costs in reviewing any pre-application materials and/or an application for transfer, including reasonable attorneys' fees, even if the Company does not approve the transfer or the Transferring Stockholder does not complete the transfer for any reason. The Company shall keep a separate accounting of the costs to the Company for the review of the proposed transfer and for transferring the beneficial use of C-BT Water. All costs of the Company related to the transfer and stated in the account as determined by the Board of Directors shall be charged to the Transferring Stockholder and if unpaid the Transferring Stockholder and All Interest Holders of Record agree that as a condition of considering the application for transfer, the unpaid amounts may be assessed against the shares from which the C-BT Water would be transferred.

(h) *Indemnity Agreement.* The Transferring Stockholder shall provide a written agreement (referred to as the "Indemnity Agreement"), signed by the Transferring Stockholder and consented to by All Interest Holders of Record as specified below for the Transferring Stockholder to indemnify the Company for any unpaid liability of the Company relating to the transfer (referred to as "Company Transaction Liability") and granting to the Company a contractual right to assess the stock of the Company held by the Transferring Stockholder and to enforce and collect the amount assessed against the stock for any unpaid liability of the Company relating to the transfer as provided in this Bylaw 4 (referred to as the "Assessment Right"). The Company Transaction Liability includes the amount necessary to protect the Company on an after-tax basis from any loss due to the liability resulting from the transfer, including any additional tax or penalties assessed to the Company resulting from the transaction and any costs and attorneys' fees incurred by the Company in contesting such liability resulting from the transfer of the C-BT Water. The indemnity obligation under the Indemnity Agreement and the Company's Assessment Right in the stock shall exist for a period of seven years after the last date of transfer of and payment for the C-BT Water; or if liability is in dispute, until such later time as a final determination as a matter of law is made in respect to the dispute (referred to as the "Indemnity Period"). The Company's right to enforce the Indemnity Agreement, including the Assessment Right, against the Transferring Stockholder individually and against the stock of the Company held by the Transferring Stockholder, shall continue throughout the Indemnity Period. The Company's right to enforce the Indemnity Agreement, including the Assessment Right, will continue in the stock after a transfer of the stock to another person or entity unless the Board of Directors determines in their discretion that the Company is otherwise adequately protected from the amount of the Company Transaction Liability which may include the Transferring Stockholder's retained stock, assets which the Transferring Stockholder may pledge, the ability of the Transferring Stockholder to pay the Company Transaction Liability, or other criteria. The Assessment Right may be enforced as provided in paragraph (m), and when enforced will reduce the Transferring Stockholder's equity contribution in paragraph (d) in the amount being enforced through the Assessment Right. The Assessment Right is not the sole or exclusive remedy of the Company to enforce the Indemnity Agreement. The Company retains all other rights against the Transferring Stockholder and stock held by the Transferring Stockholder including, but not limited to, an action against the Transferring Stockholder to enforce the debt arising from the indemnity, imposing a lien upon stock held by the Transferring

Stockholder, foreclosure of the lien upon stock held by the Transferring Stockholder and stopping delivery of water associated with the stock. The Indemnity Agreement shall include the following provisions:

(1) that the transfer of the C-BT Water from the share or shares represented in the certificate are subject to the provisions of this Bylaw 4;

(2) that the Indemnity Agreement of the Transferring Stockholder related to the transaction on the share or shares represented by the certificate may be enforced as provided in paragraph (m), the Indemnity Agreement, this Bylaw 4, or as provided by Colorado law;

(3) that all claims to and interests in the share or shares represented by the certificate shall be subordinated to the Company's Indemnity Agreement and Assessment Right in the stock;

(4) that in the event there is Company Transaction Liability resulting from the transaction, and the Company enforces the Assessment Right as provided in paragraph (m), the Company shall automatically have a perpetual lien with first priority on the shares of stock and the water rights represented by the same for any and all amounts due as Company Transaction Liability, which the Company may enforce and foreclose in accordance with Colorado law and these Bylaws;

(5) that the Company's Assessment Right in the stock shall be noted on the certificate as provided below in paragraph (j) and subsequent transfers of stock may be rejected as provided in paragraph (i); and

(6) that the Transferring Stockholder and All Interest Holders of Record are responsible for providing to the Company their current post office address and physical address and notifying the Company in writing of any changes to their address during the Indemnity Period.

(i) *Subsequent Stock Transfer May Be Rejected.* The Transferring Stockholder and All Interest Holders of Record must agree in writing that the Company may reject the transfer of any shares subject to the Assessment Right during the Indemnity Period if the Company in its sole discretion, on a stockholder by stockholder and transaction by transaction basis, believes the Company will not have an adequate right of assessment or claim against a stockholder, the stockholder's heirs, or assigns to cover Company Transaction Liability and the Transferring Stockholder has not provided an acceptable alternative surety as determined by and in the discretion of the Board of Directors. In any event, a transfer of stock during the Indemnity Period, shall not relieve the Transferring Stockholder of individual liability under the Indemnity Agreement, or the Company's Right of Assessment or other remedies against the stock, unless the Board of Directors in the Board's discretion does not continue or waives the Company's right to enforce the Indemnity Agreement, including the Assessment Right after the transfer of stock.

(j) *Notice on Certificate.* Notice of the agreement and the Company's Assessment Right in the shares shall be noted on the stock certificate for the shares from which the C-BT Water will be transferred. The notice on the stock certificates shall provide:

(1) the Company has an Assessment Right for any Company Transaction Liability during the Indemnity Period, as provided in this Bylaw 4;

(2) the Company may enforce the Indemnity Agreement against the shares by the Assessment Right under this Bylaw 4 through a lien, foreclosure of a lien, or other remedies;

(3) that subsequent stock transfers may be rejected as provided in paragraph (i) of this Section 4.1.;

(4) that failure to pay any Company Transaction Liability may result in no delivery of water to the stockholder as provided in the Company's Bylaws; and

(5) other notice information deemed necessary or appropriate as determined by the Board of Directors, all of which shall be in a form approved by the Board of Directors after consultation with legal counsel.

(k) *Funds from Capital Improvements Account to Pay Company Liability.* The Transferring Stockholder and All Interest Holders of Record must agree in writing that the Board of Directors in its sole discretion may apply any unencumbered funds in the Capital Improvements Account under paragraph (d) to satisfy any Company Transaction Liability regardless of whether the Company Transaction Liability arises from the Transferring Stockholder's transfer transaction or another transaction under this Bylaw 4. As a part of this agreement, the Transferring Stockholder and All Interest Holders of Record must agree that in the event the Board of Directors applies funds from the Capital Improvements Account to satisfy the Company Transaction Liability or any portion thereof, the Company may still enforce the Indemnity Agreement and collect the amount of Company Transaction Liability arising from the Transferring Stockholder's transaction from the Transferring Stockholder and/or from the stock through the enforcement of the Assessment Right or other remedies against the stock as provided in this Bylaw 4 in order to reimburse the Capital Improvements Account.

(l) *Assessments Must Be Current.* All assessments on stock from which C-BT Water is to be transferred must be paid in full before a transfer can be approved by the Board of Directors.

(m) *Enforcement of Assessment Right.* The Assessment Right of the Company may be enforced as provided in this paragraph (m). The Company's right to enforce the Assessment Right under this paragraph is in addition to and is not exclusive of other remedies of the Company to enforce the Indemnity Agreement and collect any Company Transaction Liability. The Company may enforce the Assessment Right by following the procedures below.

(1) *Notice and Demand to Pay Company Transaction Liability.* The Company must notify any Transferring Stockholder in writing at the Transferring Stockholder's address of record with the Company by physical delivery or mail with return receipt of any Company Transaction Liability for which the Company has determined the Transferring Stockholder is liable and demand payment pursuant to the Indemnity Agreement by a specified date not less than 30 days after the date the notice is physically delivered to the Transferring Stockholder or has been deposited in the post office, properly addressed to the address of record for the Transferring Stockholder. The Company shall have properly delivered notice if the notice is addressed to the Transferring Stockholder's address of record and deposited in the mail even if actual delivery does not occur or the address is not correct. The Transferring Stockholder is responsible for notifying the Company of their current address. The notice must include a copy of this paragraph (m).

(2) *Notice of Meeting to Determine Enforcement of Assessment Right.* If the Transferring Stockholder does not pay the amount demanded to be paid for the Company Transaction Liability, the Company must notify the Transferring Stockholder at the Transferring Stockholder's address of record with the Company, All Interest Holders of Record, and, if applicable, the successor or assignee of the Transferring Stockholder who is the record owner of the stock, by physical delivery or mail with return receipt that the Board of Directors will hold a meeting to consider enforcement of the Assessment Right as provided in the Bylaws, which may include restriction or removal of the right to receive delivery of water associated with the holding of shares of the Company, foreclosure of the lien on the shares including forfeiture or sale of the shares of stock to collect the amount due for the Company Transaction Liability, and other remedies as determined by the Board of Directors. The Company shall have properly delivered notice if the notice is addressed to the Transferring Stockholder, All Interest Holders of Record, and, if applicable the successor or assignee of the Transferring Stockholder as shown in the Company's records and deposited in the mail even if actual delivery does not occur or the address is not correct. The Transferring Stockholder, All Interest Holders of Record and any successor stockholders are responsible for notifying the Company of their current address. The notice must include a copy of this paragraph (m).

(3) *Meeting.* The Board of Directors shall hold a special meeting or designate a separate agenda item during a meeting to consider enforcement of the Assessment Right as provided in the Bylaws. The notice of the Board of Directors meeting must include the agenda item to consider enforcement of the Assessment Right. The Transferring Stockholder, All Interest Holders of Record, and, if applicable, the successor or assignee of the Transferring Stockholder who is the record owner, against whose stock the Assessment Right would be enforced, must be

allowed to attend the meeting and shall be given an opportunity to be heard on the matter of enforcement of the Assessment Right.

If the Board of Directors determines that it will not enforce the Assessment Right under this paragraph, written notice of the determination shall be provided to the Transferring Stockholder, All Interest Holders of Record, and, if applicable, the successor or assignee of the Transferring Stockholder who is the record owner, at their address of record with the Company by physical delivery or mail with return receipt. The same terms and conditions as set forth in paragraph (m)(2) above regarding the delivery of notice shall apply. A decision not to enforce the Assessment Right under this paragraph does not preclude the Company from pursuing other remedies to enforce the Assessment Right or the Indemnity Agreement. The notice that the Company will not enforce the Assessment Right must include a statement that the Board of Directors' determination not to pursue enforcement of the Assessment Right under this paragraph is not the exclusive remedy of the Company relating to any Company Transaction Liability.

(4) *Enforcement Order of Board of Directors.* If the Board of Directors determines the Company should enforce the Assessment Right under this paragraph, the Board of Directors shall prepare and approve an enforcement order. The enforcement order must be addressed to the Transferring Stockholder, All Interest Holders of Record, and, if applicable, the successor or assignee of the Transferring Stockholder who is the record owner of the stock, and delivered to their address of record with the Company by personal delivery or by mail with return receipt. The same terms and conditions as set forth in paragraph (m)(2) above regarding the delivery of notice shall apply. The Board of Directors may determine any or a combination of the following and provide in the order to:

- (i) stop the delivery of water associated with the shares of stock subject to the Assessment Right;
- (ii) transfer future rights to receive water to other stockholders on a temporary basis or permanently, and apply the proceeds from any such transfer to the amount owed by the Transferring Stockholder to the Company, providing any transfer is made on a commercially reasonable basis;
- (iii) cancel the shares of stock subject to the Assessment Right and offer a similar number of shares for sale to others, and apply the proceeds of any such sales of stock to the amount owed by the Transferring Stockholder to the Company, providing any such sale of stock is made on a commercially reasonable basis; and
- (iv) redeem the stock held by the Transferring Stockholder, or the subsequent record owner of the stock subject to the Assessment Right, for

a commercially reasonable amount determined by appraisal, and the redemption amount shall be applied to the amount owed by the Transferring Stockholder to the Company with any excess to be paid to the Transferring Stockholder.

The Board of Directors and the Transferring Stockholder, All Interest Holders of Record, and, if applicable, the successor or assignee of the Transferring Stockholder who is the record owner of the stock, may mutually agree in writing to alternative procedures to enforce the Assessment Rights under this paragraph.

Section 4.2. Requirements for Transfers Involving a Change in District Allotment Contract.

(a) *Transfer Requirements Must Be Met.* The Board of Directors shall not execute a change in allotment of C-BT Water from stockholders to beneficial uses outside the Company ditch system and the transfer of C-BT Water from stockholders shall not be completed until each of the conditions in Sections 4.1. and 4.2. has been met.

(b) *Transfer Application to Company.* The Transferring Stockholder must provide to the Board of Directors:

- (1) the stockholder's name;
- (2) the share certificates from which the beneficial use of C-BT Water is to be transferred;
- (3) the party to whom the beneficial use of C-BT Water will be transferred, which must be a party eligible to receive C-BT Water under the District rules and criteria;
- (4) the consideration for the transfer acknowledged by both the Transferring Stockholder and the party to whom the beneficial use of the C-BT Water will be transferred or a copy of all transfer documents;
- (5) the proposed date of transfer;
- (6) affirmation that the transfer when submitted to the District does not require or request a District audit under Section 4.1., paragraph (c);
- (7) designation of the manner and form of equity contribution under Section 4.1., paragraph (d);
- (8) the opinion signed by the stockholder's attorney under Section 4.1, paragraph (e);

(9) the agreements signed by the stockholder under Section 4.1., paragraphs (f), (g), (h), (i), (k); and

(10) an executed proxy in the form of Schedule 4.4. (b), assigning the stockholder's right to vote concerning C-BT Water assessments for the transferred water which shall become effective when the stockholder's transfer of C-BT Water is approved by the District.

(c) *District Review.* The Northern Colorado Water Conservancy District staff has provided preliminary favorable review of the transfer of beneficial use of C-BT Water to another person or entity whose beneficial use will be outside the Company ditch system.

(d) *District Application; Recordation of Transfer.* After the Board of Directors has determined the transfer application has met the conditions to transfer C-BT Water, the Board of Directors shall forward the transfer to the District, and upon, or as a condition, of District approval of the transfer, shall execute the application for change in allotment of C-BT Water from the District. The President shall cause entries to be made on the books of the Company and a restriction to be recorded on the Transferring Stockholder's share certificates: (1) reflecting the reduction of the pro rata share of waters received by the Company for beneficial use by the stockholders as a result of the transfer of the C-BT Water; and (2) the proxy for the shares reflecting the proxy for votes on assessments as provided in Section 4.4., paragraph (b).

Section 4.3. Leases of the Use of C-BT Water or Carryover Capacity.

(a) *Lease Defined.* "Lease" means any transaction in which the Transferring Stockholder transfers the beneficial use of C-BT Water or Carryover Capacity outside of the Company ditch system for a temporary period so that the transfer does not require a change in the allotment contract between the District and the Company.

(b) *Requirements for Leases.* The Board of Directors of the Company shall not authorize a lease of C-BT Water or Carryover Capacity for use outside the Company ditch system until each of the conditions and documents supplied in this Section 4.3 have been met and are in a form acceptable to the Company and that create no further obligation, cost or liability to the Company. The Board of Directors of the Company shall act reasonably in requesting modifications or changes to these ends but nevertheless, the authorization of a lease of C-BT Water or Carryover Capacity shall be at the discretion of the Board of Directors. The conditions are as follows:

(1) *Stockholder's Application to the Company.* Each Transferring Stockholder shall provide an application for the Lease to the Board of Directors, which contains:

(i) the stockholder's name;

- (ii) the share certificate numbers from which the beneficial use of C-BT Water or the Carryover Capacity is to be leased;
- (iii) the party who is leasing the beneficial use of C-BT Water or the Carryover Capacity. Such party must be eligible to receive C-BT Water or Carryover Capacity under the District's rules and criteria;
- (iv) the District water year covered by the Lease;
- (v) the original share certificates from which the beneficial use of C-BT Water or Carryover Capacity is to be transferred under the Lease;
- (vi) the consideration for the Lease acknowledged by both the Transferring Stockholder and the party leasing the C-BT Water or the Carryover Capacity or a copy of all of the Lease documents;
- (vii) the proposed date of the Lease;
- (viii) affirmation that the Lease of C-BT Water or Carryover Capacity when submitted to the District does not require or request a District audit under Section 4.1, paragraph (c);
- (ix) demonstration that the equity contribution under Section 4.1, paragraph (d) has been paid in full for the shares from which C-BT Water or Carryover Capacity will be transferred, or if the equity contribution has not been paid in full, the transfer documents showing that all proceeds from the Lease shall be paid directly to the Capital Improvements Account and a written statement from the Transferring Stockholder agreeing to the terms and conditions set forth in Section 4.1., paragraph (d) and Section 4.3., paragraph (b)(2) regarding the equity contribution;
- (x) an Indemnity and Assessment Agreement as described under Section 4.3, paragraph (b)(3) must be provided to the Company;
- (xi) an agreement that a legend giving notice of the Indemnity and Assessment Agreement and the Transferring Stockholder's obligations under this agreement be placed on the stock certificate for shares from which C-BT Water or Carryover Capacity will be transferred under the Lease;
- (xii) an agreement as described in Section 4.1., paragraph (g) for payment of the Company's costs signed by all of the stockholders of record on the stock certificate for shares from which C-BT Water or Carryover Capacity will be transferred under the Lease; and

(xiii) the proposed form of the Lease. The minimum requirements of the Lease shall be: that it is for a term of no greater than one year; that the lessee agrees to be bound by any restrictions already existing on such C-BT Water or Carryover Capacity imposed or thereafter imposed by the Company; that the lessee agrees to be bound by the Indemnity and Assessment Agreement in the case of the lessor's default; and that the lessee agrees to subordinate its interest to any interest of that of the Company and will provide an agreement affirming such subordination upon the request of the Company.

(2) *\$10,000 Per Share Equity Contribution.* The Transferring Stockholder must make or commit an equity contribution, according to the terms described in Section 4.1., paragraph (d), for all shares from which Lease of C-BT Water or Carryover Capacity occur. The Transferring Stockholder may lease C-BT Water or Carryover Capacity without paying the full amount of the equity contribution if all the proceeds from the Lease are paid directly to the Capital Improvements Account as described in Section 4.1., paragraph (d). Such proceeds shall be credited toward the Transferring Stockholder's one-time equity contribution for the shares, and the Transferring Stockholder shall identify such proceeds as taxable income to the Transferring Stockholder when filing taxes with the Internal Revenue Service. The Transferring Stockholder is responsible for providing the proper transfer documents, which provide to the satisfaction of the Board that the proceeds from the Lease will be paid directly to the Capital Improvements Account. The Board of Directors in its sole discretion may apply any unencumbered funds in the Capital Improvements Account to satisfy any Company Transaction Liability as defined in Section 4.1., paragraph (h) regardless of whether the Company Transaction Liability arises from the Transferring Stockholder's transfer under the Lease or another transaction under this Bylaw 4. In the event the Board of Directors applies funds from the Capital Improvements Account to satisfy any Company Transaction Liability, the Company may still enforce its rights to receive indemnification from the Transferring Stockholder and/or its rights to assess the stock or enforces its other remedies against the stock as provided in this Bylaw 4 in order to reimburse the Capital Improvements Account.

(3) *Indemnity and Assessment Agreement.* The Transferring Stockholder shall provide a written agreement (referred to as the "Indemnity and Assessment Agreement") agreeing to hold the Company harmless from any claims or liability and indemnifying the Company for any Company Transaction Liability resulting from any Lease of C-BT Water and/or Carryover Capacity occurring now and in the future from the Transferring Stockholder's stock in the Company. Also, the Transferring Stockholder shall grant the Company a contractual right to assess the stock of the Company held by the Transferring Stockholder and to enforce and

collect the amount assessed against the stock for any unpaid liability of the Company relating to any Lease of C-BT Water or Carryover Capacity from the Transferring Stockholder's shares of stock, including future transfers of C-BT Water or Carryover Capacity under the same Lease or future Leases. The terms of the Indemnity and Assessment Agreement shall include the terms and conditions set forth in Section 4.1., paragraphs (f), (h), (k), and (m).

(i) The Indemnity and Assessment Agreement shall be signed by all of the stockholders of record on the stock certificate for shares from which C-BT Water or Carryover Capacity will be transferred under the Lease, and all lien holders in the Company's records shall be given written notice of the Indemnity and Assessment Agreement. Notice of the Indemnity and Assessment Agreement shall be placed on the original stock certificate(s) in accordance with Section 4.1, paragraph (j) and Section 4.3, paragraph (b)(1)(xi).

(ii) The Board of Directors in its sole discretion may require the Transferring Stockholder to provide title work, such as UCC-1 searches and ownership and encumbrance reports on the Transferring Stockholder's property, in order to prove what encumbrances exist on the stock. Further, the Board of Directors may require the Transferring Stockholder to obtain subordination agreements from any lien holders agreeing to subordinate their interest to the Company's rights granted under the Indemnity and Assessment Agreement.

(iii) The Transferring Stockholder may obtain a release of the indemnity obligation as set forth in the Indemnity and Assessment Agreement from the Company at the end of a period of seven years after the termination or expiration of the Lease or the last transfer of C-BT Water or Carryover Capacity provided no dispute exists concerning liability for the Lease. In the event the Company releases the indemnity obligation, the Transferring Stockholder will not be able to lease the beneficial use of the C-BT Water or Carryover Capacity for use outside of the Company ditch system until a new Indemnity and Assessment Agreement is signed.

(4) *Assessments Must Be Current.* All assessments on the stock from which C-BT Water or Carryover Capacity is to be leased must be paid in full before a Lease can be approved by the Board of Directors.

(5) *District Approval.* After the Board of Directors has determined that the application meets the requirements of this section, the Board of Directors shall forward the appropriate documents to the District to transfer the C-BT Water or Carryover Capacity to the person or entity leasing the C-BT Water or Carryover Capacity. The Board of Directors' approval shall be contingent upon the

District's approval of the transfer of C-BT Water or Carryover Capacity under the Lease and upon the fact that the District's approval does not require a change in the District allotment contract with the Company.

(6) *Recordation.* The Board of Directors shall record all Leases on the records of the Company.

(7) *Stock Transfers.* The stock from which the C-BT Water or Carryover Capacity is leased may not be transferred unless all persons or entities desiring to receive title to the stock consent in writing to the terms of the Indemnity and Assessment Agreement.

(c) *Transfer of C-BT Water Forfeited to Company.* The Company may lease any C-BT Water that has been delivered to the Company's ditch system at the request of a stockholder and that has been forfeited to the Company due to failure to pay fees for C-BT Water according to the Rules and Regulations adopted by the Board of Directors. Such transfers of C-BT Water by the Company are exempt from Bylaw 4 requirements.

Section 4.4. Assessments Proxy.

(a) *Increased Assessment.* After the date of transfer of C-BT Water under Section 4.2. or 4.3., the shares from which the C-BT Water is transferred shall be assessed and pay any increased assessments by the District between fixed (current rate) and open (new rate after transfer) rate contracts for the allocation and agricultural use of C-BT Water. The stockholders understand that the current assessment rate will change regardless of whether a transfer occurs and at some point there may only be open rate contracts. If at any time all of the District contracts for agricultural use are open rate, with the same assessment, the obligation of the transferring shares to pay the increased C-BT Water assessment shall cease.

(b) *Proxy of Votes.* A stockholder who transfers C-BT Water under Section 4.2 and during the term of transfer under Section 4.3, agrees, as a condition of the transfer, to execute a proxy for the C-BT Water transferred in favor of the majority decision of shares with allocations of C-BT Water on issues relating to collecting or payment of assessments for the use of C-BT Water that are to be paid to the District.

(c) *Assessments in Trust.* Assessments or payment to the District relating to the C-BT Water shall be collected by the Company as a trustee and accounted for separately for the shares with allocations of C-BT Water. The Company shall pay the assessments to the District according to the agreements with the District and in a timely manner to maintain the beneficial use of C-BT Water by the nontransferring shares.

(d) *Costs of Sand Hill Lake Improvements Paid by All Shares.* All shares of stock shall pay their pro rata assessment for the cost for maintenance, repair, or improvement of Sand Hill Lake, whether or not the beneficial use of C-BT Water is transferred by the stockholder.

Section 4.5. Rights of Others in Ditch System. FRICO and others have certain legal rights in conjunction with the operation and use of the Company ditch which may limit the use and availability of the Company ditch. Those legal rights remain as they are and this Bylaw does not alter or impact those prior existing legal rights.

BYLAW 5

STOCK

Section 5.1. Stock Is Right of Stockholder to Receive Beneficial Use of Water. The stock of this Company shall be issued to stockholders to represent an allocable share of the beneficial use of water obtained by the Company for the beneficial use of the stockholders as provided in these Bylaws, and the shares of stock represent the stockholders' rights and ownership in the ditch system and other assets of the Company.

Section 5.2. Certificated Shares. All stockholders shall be entitled to certificates of stock duly signed by the President or Vice President and countersigned by the Secretary, and all certificates shall be duly numbered and registered as they are issued. A full record of each certificate of stock as issued must be entered on the books and records of the Company.

Section 5.3. Records Determine Ownership of Stock. Possession of stock certificates shall not be regarded as evidence of ownership of the stock unless the records of the Company provide that the certificate was issued or duly transferred to the holder.

Section 5.4. Recordation of Water Allocation.

(a) *Records of the Company.* The allocation of C-BT water for each share shall be recorded in the records of the Company.

(b) *Legends on Certificates.* Any stockholder may present their stock certificate or certificates to the Board of Directors and have the allocation of C-BT water associated with the shares represented in that certificate recorded on the same or new certificate or certificates as determined by the Board of Directors.

Section 5.5. Acceptance of Stock Waives Company Damage Liability. Notwithstanding any statute, law, or custom to the contrary, each stockholder of the Company and any successor or assign of the stockholder, by the acceptance of the stock of the Company waives and releases the Company from any and all claims for loss and damage by reason of any unforeseen or unavoidable accident, or of any leakage or overflow or breaking of its ditches, reservoirs, lakes, or laterals.

Section 5.6. Stock Transfers and Fees. A transfer of stock shall be made only on the books of the Company, either in person or by attorney, and must be accompanied by the surrender of the duly endorsed certificate or certificates representing the transferred stock. Surrendered certificates shall be canceled and recorded as canceled, and new certificates issued

to the new transferee stockholder. The Company may charge a fee, which shall be set by the Board of Directors, for reissuing certificates, placing legends on certificates and transferring stock on the books of the Company. The stockholder requesting the transfer shall pay all reasonable attorneys' fees and other costs incurred by the Company related to the transfer of stock, including but not limited to research, reviewing documents, and, if necessary, filing and prosecuting an interpleader action to determine ownership of certificates of which the Company receives conflicts, claims, or requests to transfer.

Section 5.7. Transfer Restrictions for Debt to Company; First Lien of Company. A transfer of stock is not valid against this Company if the stockholder is indebted to this Company upon any past due debt, either as principal, surety, or otherwise unless the transfer and the debt to the Company is specifically considered and approved by the Board of Directors. The Company shall have and retain a first and valid lien upon all shares of stock of each stockholder as security for the payment of any sum or sums for which a stockholder is indebted to this Company, either as principal, surety, or otherwise. Stock cannot be transferred upon the books of the Company without the consent of a majority of the directors if the stockholder is indebted to this Company.

Section 5.8. Transfer of Less Than Full Shares. A proposed transfer of shares of stock that would result in the transferor having less than one full share or would give a transferee less than one full share is not valid without specific Board approval.

Section 5.9. Sale of Stock Acquired by Company. If the Company acquires or becomes the owner of any stock of this Company, the stock shall remain authorized and shall not be canceled or extinguished except as provided by law. The Board of Directors shall cause the stock to be sold at its discretion, unless the stock is acquired as a result of a delinquent assessment, in which case the procedures in Section 6.7 of these Bylaws shall be followed. While the stock is held by the Company, the shares hold no voting rights and although authorized the shares shall not be considered issued or outstanding.

Section 5.10. Lost Certificates.

(a) *Stockholder Responsible for Costs.* The Board of Directors shall order a new certificate or certificates of stock to be issued in place of any certificate or certificates of the Company alleged to have been lost or destroyed, upon the stockholder paying all costs and attorneys' fees incurred by the Company in issuing the new certificate or certificates, including but not limited to attorneys' fees associated with research, reviewing documents, and, if necessary, filing and prosecuting an interpleader action to determine ownership of the lost or destroyed certificate(s), and complying with the requirements of paragraph (b) below.

(b) *General Requirement to Replace Certificates.* The stockholder must comply with the requirements of CRS 7-42-113, 114, 115, and 116 (2001) as they now exist or hereafter are amended, including the three-year notice requirement:

- (1) In the event the stockholder desires to obtain a replacement certificate prior to the three-year notice requirement in the statute, the stockholder may obtain a

replacement certificate by complying with the requirements of CRS 4-8-405 (2001) as it now exists or hereafter is amended, including the posting of a sufficient indemnity bond. However, the stockholder, or their successors or assigns, must still comply with the requirements of CRS 7-42-113, et seq., in order to terminate all rights to the lost certificate, including publishing notice of demand as set forth in CRS 7-42-115 after three years of giving the Company notice of the lost certificate.

(2) In the event that the stockholder or their successors or assigns fails to comply with the provisions in CRS 7-42-113, et seq., as they now exist or hereafter are amended and they have received a replacement certificate by posting a bond, the Board of Directors may suspend the right to receive water associated with the stock represented by the lost certificate until the stockholder complies with the requirements in CRS 7-42-113, et seq.

BYLAW 6

ASSESSMENT ON STOCK

Section 6.1. Authorization of Assessment. This Company shall make an assessment on stock annually in an amount as will raise funds sufficient to keep the Company's ditch, reservoirs, and other property in good repair, to pay the costs of maintenance and operation of the ditch system, to pay any indebtedness and all interest thereon, including any amounts to be paid into a sinking fund or otherwise for the retirement of funded or other debts, and for any other necessary Company purpose. The question of making an assessment shall first be submitted to the stockholders at the annual meeting, or at a special meeting called for that purpose, and the assessment shall be authorized and made effective by a majority of the stock issued and outstanding, represented by the owners in person or by proxy at the stockholders' meeting, voting in favor of making the assessment. If the stockholders fail to hold a meeting, or fail to make or authorize by the first of March in any year an assessment, or an assessment in amount sufficient to provide for the repair of the Company's ditches, reservoirs, and other property, for the payment of the cost of maintenance and operation of said system, for the payment of any indebtedness and all interest thereon, including any amounts to be paid into a sinking fund or otherwise for the retirement of funded or other debts, and for any other necessary Company purpose, then the Board of Directors shall make an assessment by resolution in the amount as may be necessary in order to fulfill the requirements of this section at any regular meeting or at a special meeting of the Board of Directors called for that purpose.

Section 6.2. Delinquent Assessment; Right to Vote and to Receive Water Suspended. An action may be maintained by the Company to recover any assessment that is not paid when due against the stockholder or the holder of the stock on which the assessment was made. The stock may be declared forfeited by the Board of Directors for the failure to pay assessments and sold by the Company as by law and these Bylaws provided, and the Company reserves the right to recover the assessments either by action or by forfeiture and sale, or both. The right of a

stockholder to vote at any meeting of the stockholders shall be suspended during the period that any assessment is overdue and not paid as determined by the Board of Directors. The right of a stockholder to receive water shall be suspended during the period that any assessment is overdue and not paid as determined by the Board of Directors.

Section 6.3. Lien on Stock for Assessments. The Company shall have a perpetual lien upon such shares of stock and the water to be delivered for any and all assessments and portions of assessments until the assessments are fully paid.

Section 6.4. Determination of Amounts and Time for Payments. All assessments levied or made under the provisions of these Bylaws or the laws of the State of Colorado are due and payable at times and in installments as the stockholders may determine, or the stockholders may make the assessment and fix the amount leaving the time or times of payment and the installments in which the same shall be paid to be determined by the Board of Directors.

Section 6.5. Interest on Delinquent Assessment. If the assessment or any portion is not paid when due, interest shall be charged on the unpaid amount from the date the assessment becomes due at the rate of two percent per month or fraction thereof, or at such other rate as may be adopted and set by the Board of Directors from time to time, but the right to charge interest shall not in any manner impair the right to forfeit and sell stock for unpaid assessments as provided in these Bylaws, or to maintain an action for the recovery of the delinquent assessments and enforce the lien against the stock.

Section 6.6. Legal Action by Company to Recover Assessment. An action may be maintained in the name of this Company to recover any installment of any assessment that is due and unpaid for the period of twenty days after personal demand therefor, or in case personal demand is not made, within thirty days after a written or printed demand has been deposited in the Post Office properly addressed to the last known address of the holder of stock upon which the assessment was made, but the remedy shall be cumulative only, and shall not affect or impair the right of this Company to forfeit and sell the stock as provided in these Bylaws.

Section 6.7. Demand for Delinquent Assessment. All shares of stock upon which an assessment or any installment has been made and levied and is not fully paid when due shall be considered delinquent, and the Secretary of this Company shall, as soon as conveniently possible after the last installment of the assessment becomes due, make demand upon the holder of the stock upon which the assessment was made for the amount due on all stock held by the holder for the unpaid assessments, together with interest, which said demand shall be made either in person or by written or printed notice and duly mailed to the last known address of the stockholder, at least thirty days prior to the time when the stock shall be forfeited and sold. The notice and demand shall also state the time when and place where the stock will be sold unless the amount due thereon, including interest, reasonable attorneys' fees incurred by the Company related to the collection of the past due assessments, and the cost of advertising, is not paid before the time fixed for the sale.

The Secretary shall also, as soon as conveniently possible after the last installment of the assessment is due, make a list of all the shares of stock on which the assessments have not been fully paid, together with interest, giving the names of the stockholders as shown upon the books of the Company, the number of the certificates, the number of shares, and the amount of the assessment remaining unpaid, and shall, if directed by the Board of Directors, have the same advertised by publication at least once each week for four consecutive weeks in a daily or weekly newspaper published in the City of Greeley, Colorado, the first publication thereof to be at least thirty days prior to the date fixed in such notice for the sale, which said notice shall also state the time and place at which the shares of stock shall be forfeited and sold unless payment of the amount due thereon shall have been made prior to the time of sale. If the owner or owners of the stock fail to pay the amount due, together with the accrued interest thereon, and the cost of advertising, before the time fixed in the notice for the sale, the stock shall be forfeited and the Secretary shall proceed to sell at auction at the time and place designated in the notice, to the highest bidder for cash in hand, the stock, or so many shares of the stock belonging to the stockholder as may be necessary to pay the amount of the delinquent assessments, together with interest, and the cost of advertising. If the price for which the necessary share or shares are sold exceed the amount of the past due assessments, interest, and all costs, including but not limited to reasonable attorneys' fees incurred by the Company related to the collection of the past due assessments or the sale of the stock, costs of advertising, and other expenses of the sale, the excess shall be paid to the holder of the sold shares. No sale of stock shall take place within less than sixty days from the date the assessment was made.

Section 6.8. Company May Purchase Stock at Forfeiture Sale. The Company may become the purchaser of any stock forfeited and sold for the failure to pay assessments, and if at the sale there are no bids made for the stock, the Secretary of this Company shall bid the same in the name of the Company for the amount due thereon, including interest, reasonable attorneys' fees, cost of advertising, and other expenses of the sale.

Section 6.9. Remedies for Collection of Assessment Are Cumulative. The remedies herein provided for the collection of assessments are cumulative, and shall be in addition to every other remedy now or hereafter existing or provided by law.

Section 6.10. Assessments Are Payable Without Regard to Water. An assessment imposed by the Company is payable, without reference to the quantity of water desired by, or deliverable to, a stockholder in any particular season, and whether or not any water is so desired.

BYLAW 7

STOCKHOLDERS' MEETINGS

Section 7.1. Stockholder Representation at Meetings.

(a) *Attendance.* A stockholder may attend a meeting in person or by proxy. For stockholders that are not natural persons, the stockholder may designate a natural person to

represent the stockholder. Any representative must have written authority of the stockholder. The authority of a stockholder may be exercised by the duly authorized representative of the stockholder.

(b) *Voting.* Each stockholder that is not a single natural person must designate a natural person vote for the stockholder, except that for stock held as joint tenants, any joint tenant may vote so long as no other joint tenant objects to that tenant voting. Stockholders who are not single natural persons must give written authority to a natural person to vote the stockholder's shares, except for stockholders who are:

- (1) common tenants with written authority for a tenant to vote for other common tenants; or
- (2) joint tenants who do not object to the joint tenant who intends to vote.

Section 7.2. Annual Meeting.

(a) *Location and Date.* The annual meeting of the stockholders shall be held at the office of the Company or at a location within 30 miles of the office of the Company as designated by resolution of the Board of Directors on the third Tuesday in December of each year. Notice of the meeting shall be given and published as required by law.

(b) *Election of Directors.* At the annual meeting, five directors and one alternate director shall be elected by the stockholders. The election may be by ballot or acclamation. The alternate director shall be elected by a separate vote after the election of directors. A candidate who receives more than fifty percent of the vote shall be elected alternate director on the first ballot. If no candidate is elected on the first ballot, the two candidates with the highest number of votes shall be placed on a second ballot. In the event of a tie, the Board shall elect an alternate director from the candidates on the second ballot.

Section 7.3. Special Meeting. A special meeting of the stockholders may be called at any time by the Board of Directors of the Company, and the Board of Directors shall call a special meeting of the stockholders upon the written request of the record owners of one-third of the outstanding stock. A special meeting of the stockholders shall be held at the location designated by the Board of Directors in Weld County, Colorado, and notice of the special stockholders' meeting shall be given and mailed to stockholders in the same manner as required by law for an annual meeting of the stockholders, unless a different manner of notice is required by law. The business transacted at a special meeting is limited to the business specified and referred to in the notice of the special meeting.

Section 7.4. Quorum. Stockholders or stock representatives eligible to vote a majority of all the stock issued and outstanding shall constitute a quorum for the transaction of business at any and all general and special meetings of the stockholders, but a lesser number may adjourn the meeting from time to time.

Section 7.5. Voting. Each stockholder shall have the right to vote in person or by proxy the number of shares of stock owned by the stockholder. Cumulative voting shall be permitted. Only stockholders of record or the representatives of the stockholders of record shall be entitled to vote at the regular and special meetings of the stockholders.

Section 7.6. Alternate Date of Annual Meeting. If, for any reason, the annual meeting is not held on the day fixed in Section 7.2 of this Bylaw, or not adjourned by the stockholders to a time certain, the meeting may be held on any day fixed by the Board of Directors, or at the written request of the stockholders of the Company representing one-third of the issued stock.

Section 7.7. Business at Annual Meeting.

(a) *Agenda.* The Board of Directors shall consider and set the agenda for the stockholders' meeting at its regular monthly meeting in November of each year, including any item or issue which is being referred to the stockholders by the Board of Directors for the stockholders' consent or approval.

(b) *Regular Order of Business.* The regular order of business at the annual meeting, and so far as practicable at all other meetings, of the stockholders shall be as follows:

- Roll call.
- Proof of notice of meeting.
- Introduction of guests.
- Reading and disposal of any unapproved minutes.
- Reports of officers.
- Reports of committees.
- Election of directors and alternate director.
- Unfinished business.
- Business being referred for stockholder action.
- Stockholder comments.
- Adjournment.

The agenda shall specifically state any matter which is to be referred to the stockholders by the Board of Directors for consideration or action by the stockholders.

(c) *Stockholder Proposal for Annual Meeting Agenda Items.* A stockholder of the Company may propose to the Board of Directors that the Board of Directors refer a matter or an issue to the stockholders for the stockholders' consideration at the Company's annual meeting. A stockholder proposal must be in writing addressed to the Board of Directors and be presented to the Secretary prior to the Board of Director's regular monthly meeting in October of each year. A stockholder proposal shall be considered at the regular Board of Directors meeting in November and if approved by a majority of the directors of the Board of Directors, the agenda item as approved or modified by the Board of Directors shall be placed on the agenda for consideration by the stockholders at the Company's regular annual meeting.

(d) *Mailing to Stockholders.* The agenda, as approved by the Board, shall be mailed or delivered electronically to the stockholders of record with the notice of stockholders meeting.

(e) *Voting Approval by Stockholders.* Any matter referred to the stockholders shall require approval by a majority of the shares of stock represented by stockholders in attendance in person or by proxy at the annual meeting or a special meeting of stockholders, unless a greater voting requirement is required by the Articles of Incorporation, these Bylaws or the laws of the State of Colorado.

(f) *Stockholder Recognition at Meetings.* Any stockholder of the Company shall have the right to be recognized and heard at an annual meeting of the stockholders under the agenda item entitled "Stockholder comments." The chair of the meeting has the discretion to limit the amount of time allotted to any stockholder for comments.

(g) *Robert's Rules of Order.* Robert's Rules of Order shall be followed at all stockholders' meetings except as modified by these Bylaws.

BYLAW 8

INAPPROPRIATE BEHAVIOR AT MEETINGS

At any meeting of the Board of Directors or the Company, the President, chairman, or other person in charge of the meeting shall have the authority to ask anyone in attendance to leave the meeting for displaying behavior deemed inappropriate by the President, chairman, or other person in charge of the meeting.

BYLAW 9

BOARD OF DIRECTORS

Section 9.1. Directors Must Be Stockholders. The directors must be natural persons who are stockholders of the Company or representatives of stockholders that are entities.

Section 9.2. Authority of the Board of Directors. The corporate powers of the Company shall be exercised by the Board of Directors, which shall have general control and supervision over the property, affairs, and management of the Company and its officers. The Board of Directors may require, and shall approve, reports from the officers of the Company, and in addition to its general powers shall have all the specific rights, powers, and authority mentioned, conferred, or implied in or under the statutes of the State of Colorado, the Articles of Incorporation of the Company, and these Bylaws.

Section 9.3. Meetings.

(a) *Notice of Meetings.* The meetings of the Board of Directors shall be held at the office of the Company as designated by resolution of the Board of Directors, unless all the directors shall agree to the holding of or approve the minutes of a meeting held elsewhere. A meeting of the Board of Directors may be called at any time by the President or by three directors upon three days' notice by mail or twenty-four hours' notice in person, by telephone or by electronic communication. Three directors shall constitute a quorum. Directors may attend meetings by teleconference or other electronic means approved by the Board of Directors.

(b) *Meetings Without Prescribed Notice.* For a meeting that does not have the notice prescribed in paragraph (a), the acts of a meeting shall be valid as if the meeting had been duly and regularly called and held if: (1) all of the directors are present at the meeting, however called or notified; (2) all directors sign a written consent to the meeting on the records of the meeting; or (3) all directors sign an approval of the minutes of the meeting.

(c) *Binding of Directors.* A director who is present at a meeting, or who has signed a written consent to or approval of the minutes of a meeting, shall be bound by the acts and proceedings of the meeting.

(d) *Attendance by Telephone.* A director may attend a meeting by telephone or electronically when the necessary equipment is available. When attending a meeting by telephone or electronically, a director shall be entitled to vote on all matters, and the director's attendance by telephone shall count towards the quorum.

(e) *Robert's Rules of Order.* Robert's Rules of Order shall be followed at all meetings except as modified by these Bylaws.

Section 9.4. Authority to Indemnify Directors. In accordance with CRS 7-40-104 and 7-109-102, the Company may indemnify a person made a party to a proceeding because the person is or was a director of the Company against liability if the director's conduct was in good faith and in accordance with the terms of CRS 7-109-102.

BYLAW 10

OFFICERS

Section 10.1. Designation of Officers. The officers of this Company shall consist of a President, Vice President, Secretary, Treasurer, and a Superintendent of the ditch of the Company, all of whom shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the stockholders, or as soon as practicable after the annual meeting. The President and Vice President shall be members of the Board of Directors. The Secretary, Treasurer, and the Superintendent may or may not be directors. The office of Secretary and Treasurer may be held by one person, and the office of President and

Superintendent may be held by one person. The Board may, in its discretion, appoint or elect other officers and agents as it deems necessary or proper.

Section 10.2. Duties of the President. The President shall:

- (a) preside at the meetings of the Board of Directors and stockholders;
- (b) sign and execute certificates of stock, notes, bonds, agreements, deeds, and other documents to be entered into by the Company and perform all actions as executory officer for the Board of Directors;
- (c) call special meetings of the Board of Directors at such time or times as the President may deem necessary;
- (d) have general charge and supervision of the conduct of the Company's business; and
- (e) perform other duties as are usually performed by the chair and chief executive officer of a company.

Section 10.3. Duties of the Vice President. The Vice President, in case of the death, disability, or absence of the President, or by delegation of the President, shall have and exercise all of the powers and perform all of the duties of the President.

Section 10.4. Duties of the Treasurer. The Treasurer shall:

- (a) be custodian of the funds of the Company;
- (b) keep or cause to be kept true and accurate accounts of all receipts and disbursements;
- (c) in the discretion of the Board of Directors, provide a bond for the faithful performance of the Treasurer's duties in an amount as the Board of Directors may determine appropriate;
- (d) deposit the funds of the Company in banks or depositories designated by the Board of Directors; and
- (e) when requested by the Board of Directors, submit a complete statement of accounts of the Company, accompanied by vouchers.

Section 10.5. Duties of the Secretary. The Secretary shall:

- (a) keep a record of the meetings of the Board of Directors and stockholders, and other records that are required to be kept by the Board of Directors;

- (b) be the custodian of the corporate seal and affix the same to all certificates of stock and to other contracts or documents when attestation is required or desired;
- (c) give notice of the meetings of the stockholders and directors; and
- (d) perform other duties as the Board of Directors or President may direct.

Section 10.6. Duties of the Superintendent. The Superintendent shall:

- (a) under the direction of the President, or Board of Directors, have charge of the ditch of the Company and its other property pertaining to the ditch; maintain the ditch in repair and in condition for carrying water;
- (b) inspect and properly maintain the boxes and headgates;
- (c) allocate the water of the ditch properly and equitably among the parties entitled to the water;
- (d) take charge and keep an inventory of the tools, machinery, and loose property and materials of the Company;
- (e) with the advice and consent of the Board of Directors, hire and procure the necessary tools, materials, and assistants to assist the Superintendent in the performance of these duties; and
- (f) perform other duties as the Bylaws, the President, or the Board of Directors may direct in relation to the property and operation of the water and works of the Company.

Section 10.7. Vacancies of Officers and Directors.

- (a) *Officers.* Any vacancies in the offices in the Company, whether occurring through death, disability, resignation, removal, or otherwise, may be filled by the Board of Directors at any regular or special meeting.
- (b) *Directors.* A vacancy of a director whether occurring through death, disability, resignation, or otherwise, shall be filled by the alternate director. The Board of Directors or the stockholders may call a special meeting of the stockholders to elect a replacement alternate director.

Section 10.8. Compensation of Officers. The directors and the officers of the Company shall receive compensation as may be fixed by the Board of Directors. The Superintendent shall be paid compensation fixed by resolution of the Board of Directors in advance, at, or before the time the Superintendent begins those duties for the term.

Section 10.9. Indemnification. Each person, who is or was a director or officer of this Company, shall be indemnified by the Company against all costs and expenses, including legal

fees reasonably incurred by or imposed upon the person in connection with or resulting from any action, suit, or proceeding, or the settlement of the action, suit, or proceeding prior to final adjudication, to which the person is or may be a party by reason of the person being or having been an officer or director of the Company (whether an officer or director at the time the costs or expenses are incurred by or imposed upon the person), except in relation to matters as to which the person is finally adjudged in such action, suit, or proceeding to have been derelict in the performance of the person's duty as an officer or director. The right of indemnification in this bylaw shall not be exclusive of other rights to which the person may be entitled as a matter of law.

BYLAW 11

FISCAL YEAR

The fiscal year of the Company shall be December 1 to November 30.

History of Amended and Restated Bylaws:

- (1) Amended and Restated Bylaws adopted March 25, 2004
- (2) Bylaw 4, Section 4.1, subparagraph (d) amended October 14, 2004
- (3) Bylaw 3, Section 3.12 amended June 21, 2005
- (4) Bylaw 4 amended December 20, 2005
- (5) Bylaw 3, Section 3.13 added January 10, 2007
- (6) Bylaw 7, Section 7.7, subparagraph (b) amended January 10, 2007
- (7) Bylaw 3, Section 3.12, subparagraph (a) amended December 18, 2007
- (8) Bylaw 3, Section 3.12, subparagraph (b)(6) added December 18, 2007, with existing subparagraph (b)(6) changed to subparagraph (b)(7)

Schedule 4.4 (b)

PROXY OF TRANSFERRING SHARES

RELATING TO ASSESSMENTS OF COLORADO-BIG THOMPSON WATER ("C-BT WATER")

The undersigned stockholder hereby grants, as a condition of transfer of C-BT Water as provided by Bylaw 4 as approved by the stockholders, a proxy for all votes relating to collecting or paying assessments for the use of C-BT Water to be paid to the Northern Colorado Water Conservancy District for all shares from which all C-BT Water has been transferred and in favor of the majority vote of shares with allocations of C-BT Water. This proxy shall be recorded and applies on the transferring shares listed below:

Stockholder

By: _____

Its: _____

This proxy applies to the following shares (include certificate numbers):

_____ ; _____ ; _____ ; _____ ;

_____ ; _____ ; _____ ; _____ .

BYLAWS CERTIFICATE

The undersigned certifies that she is the Secretary of The Platte Valley Irrigation Company, a Colorado corporation, and that, as such, she is authorized to execute this certificate on behalf of said corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of said corporation.

Dated: September 26, 2014



Joan L. Cable
Secretary

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE PLATTE VALLEY IRRIGATION COMPANY

is a **Nonprofit Corporation** formed or registered on 10/14/1883 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871005954.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/19/2014 that have been posted, and by documents delivered to this office electronically through 09/22/2014 @ 09:34:09.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 09/22/2014 @ 09:34:09 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8961088.



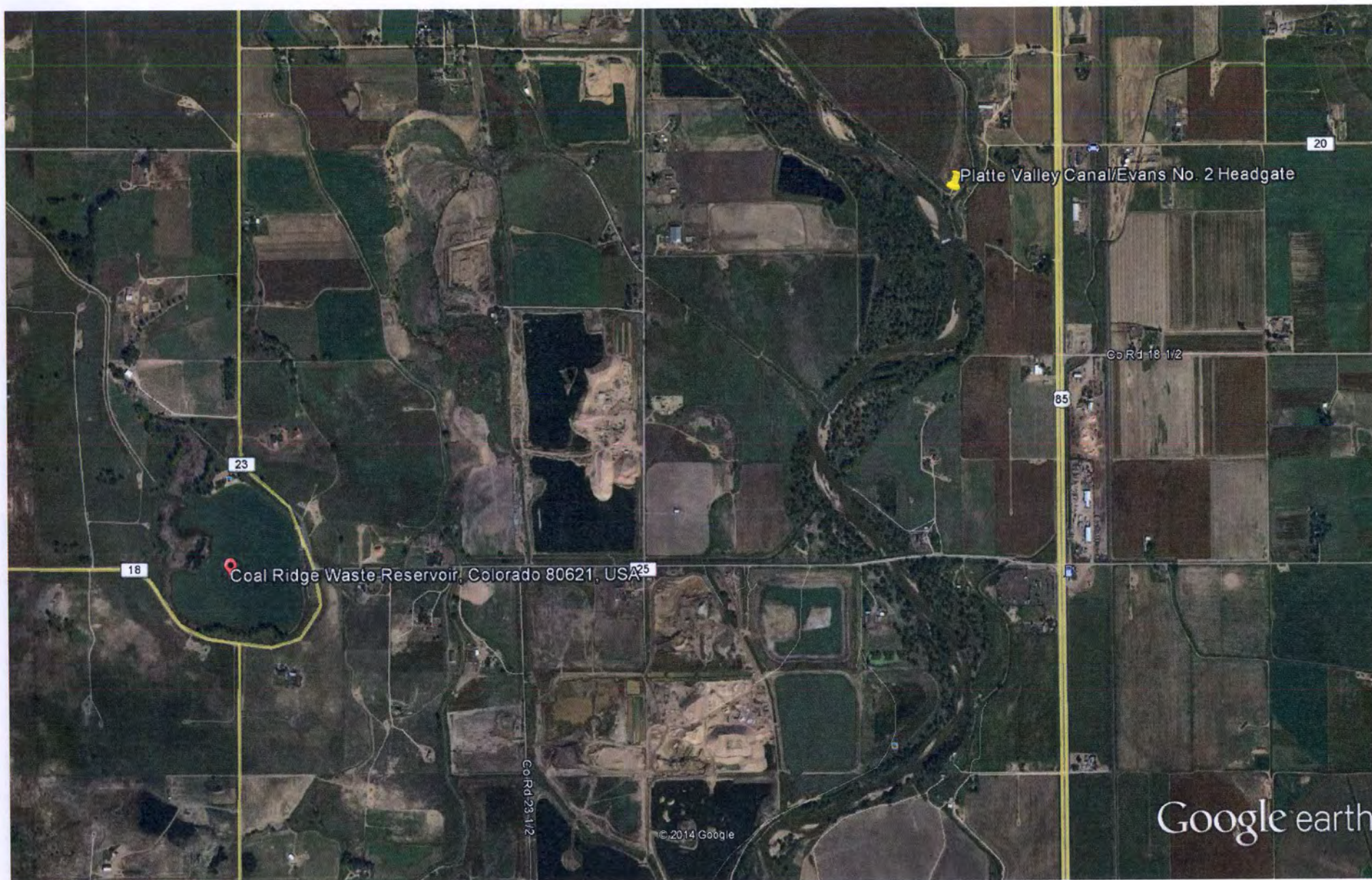
A handwritten signature in blue ink, which appears to read 'Scott Gessler', is written over a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

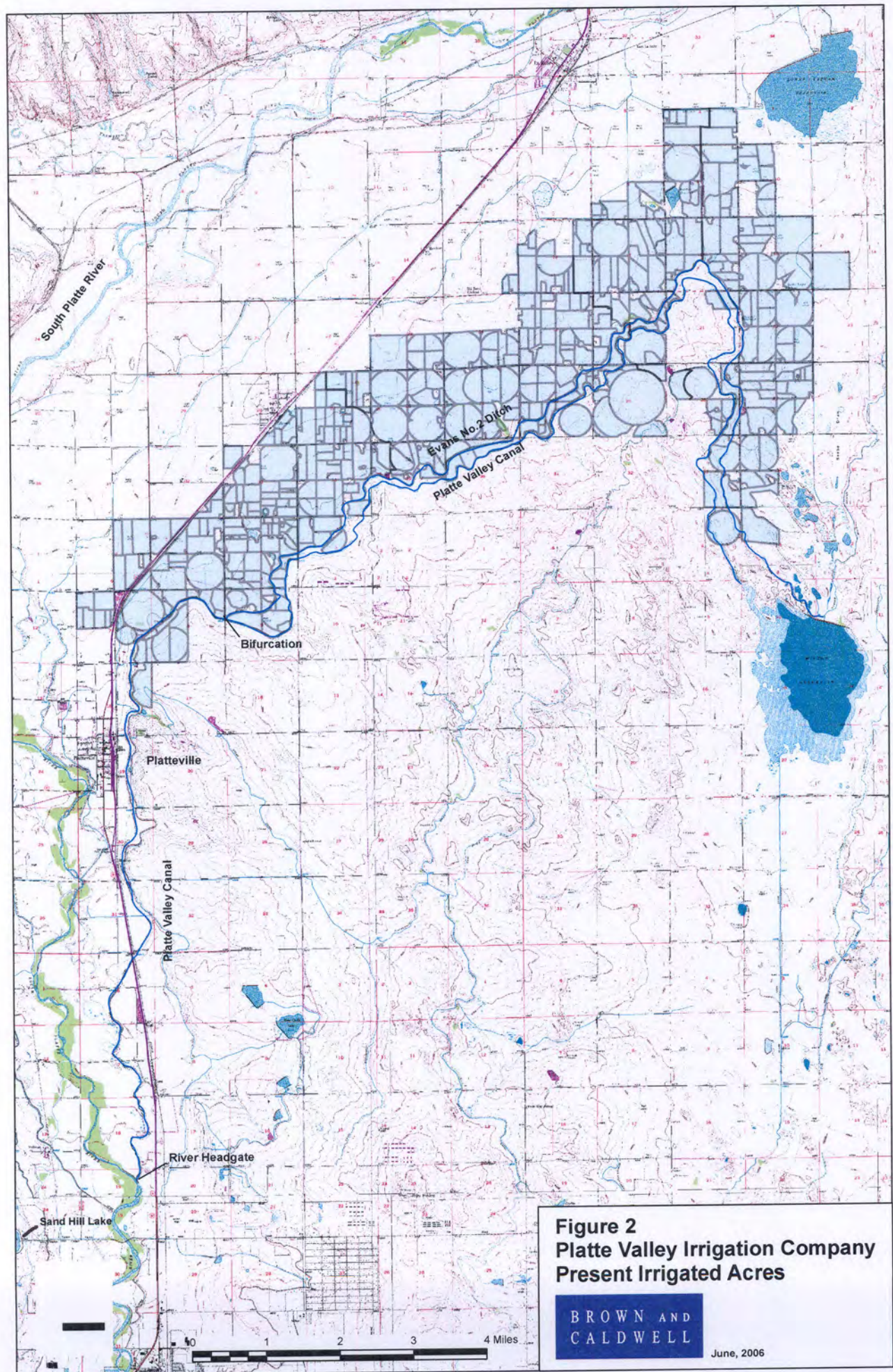
Appendix D
Maps



Google earth

miles
km





Appendix E

Decrees

Reservoir Use Agreements

C-BT Ownership Information

RESERVOIR CLAIMANT NO. _____

THE COAL RIDGE WASTE LAKE RESERVOIR.

1st. The owners of this reservoir are The Lupton Meadows Ditch Company, a corporation organized under the laws of the State of Colorado, and W. B. Dunaway.

2nd. This reservoir was constructed and it has been kept and operated as a reservoir for the storage of water for agricultural purposes.

3rd. Said reservoir derives its supply of water from the Little Dry Creek through the J and S Ditch and its enlargements and from the Consolidated Lower Boulder Ditch and Reservoir Company, through its Lower Boulder Ditch, and The Coal Ridge Ditch Company Lateral, as common carriers of water appropriated from Main Boulder Creek and Godding Hollow, and waters developed from coal mines along the right-of-way of the Lower Boulder Ditch and The Coal Ridge Ditch Lateral.

The headgate of The Lower Boulder Ditch, which is the property of The Consolidated Lower Boulder Ditch and Reservoir Company, is located on the south bank of the Main Boulder Creek in Section 16, Township 1 North, Range 89 West of the Sixth Principal Meridian in Boulder County, Colorado, and said Lower Boulder Ditch has a carrying capacity of 122 cubic feet of water per second of time.

The headgate of the lateral of the Coal Ridge Ditch Company is located in the center of Section 25, Township 2 North, Range 68 West at the terminus of the south branch of the Lower Boulder Ditch.

The Coal Ridge Ditch Lateral is approximately eleven miles long and at the point of intake of the reservoir is approximately sixteen feet wide on the bottom and 20 feet wide on the top; 2½ feet deep, with a grade of four feet to the mile and a carrying capacity of 60 cubic feet of water per second of time.

4th. This reservoir is located at the intersection of Sections 23,

24, 25 and 26 in Township 2 North of Range 87 West of the Sixth Principal Meridian in Weld County, Colorado; 2.70 acres of said reservoir being located in a triangle in the southeast corner of Section 23; 13.86 acres thereof being located in the southwest corner of Section 24; 6.30 acres thereof in the northwest corner of Section 25, and 4.70 acres thereof in the northeast corner of Section 18.

5th. That the area of said reservoir at the high water line is 27.56 acres and at the low water line practically nothing; that the depth of said reservoir at the highwater line above the bottom of the outlet is 15 feet and that the total storage capacity of said reservoir for which claim is made is 8,670,605 cubic feet.

6th. That the feeders for said reservoir, for which claim is made, are the Lower Boulder Ditch and The Coal Ridge Ditch Lateral, both mentioned and described in Paragraph 3 hereof.

That the outlet ditch of said Reservoir is the J and S Ditch; that said outlet is about 4 feet wide on the bottom and 7 feet wide on top, and 18 inches deep, with a grade of 4 feet to the mile and a carrying capacity of 12 cubic feet of water per second of time; said outlet ditch is 2 miles long and carries the water to land of claimants hereunder.

7th. That the work of constructing said reservoir was commenced on the 15th day of April, 1910, and was prosecuted with reasonable diligence and was completed on the 1st day of September, 1912.

8th. That within a reasonable time, after the completion of said reservoir, unappropriated waters not needed for immediate use for domestic or irrigation purposes was diverted and stored in the same and was thereafter applied to agricultural purposes.

9th. As a matter of law, the claimants are entitled to a decree to the effect that for storage for agricultural purposes and under and by virtue of appropriation, as by original construction, sufficient unappropriated water not needed for immediate use for domestic or irrigation purposes be permitted to flow into said reservoir from Boulder Creek

through the Lower Boulder Ditch and through the Coal Ridge Ditch Lateral, and through said two ditches from Godding Hollow, and waters developed from coal mines along the right-of-way of said Lower Boulder Ditch and said Coal Ridge Ditch Lateral, at the rate of not to exceed 80 cubic feet of water per second of time, to fill said reservoir once a year to the height of 15 feet measuring from the bottom of the outlet, in quantity estimated at 8,870,805 cubic feet, with reservoir priority No. 18 $\frac{1}{2}$, third series, dating from the 15th day of April, 1910.

IT IS THEREFORE ADJUDGED AND DECLARED BY THE COURT, That for storage for agricultural purposes and under and by virtue of appropriation as by original construction and for the benefit of the party or parties entitled to the enjoyment thereof, there be permitted to flow into said reservoir from Boulder Creek and Godding Hollow and water developed from coal mines, aforesaid, through the feeder ditches above mentioned, at the rate of not to exceed 80 cubic feet per second of time, sufficient unappropriated water not needed for immediate use for domestic or irrigation purposes to fill said reservoir once a year to the height of 15 feet measuring from the bottom of the outlet, in quantity estimated at 8,870,805 cubic feet, with reservoir priority No. 18 $\frac{1}{2}$, third series, subject to the general and paramount provision of this decree. The appropriation of which water may be deemed to have taken effect and said reservoir priority No. 18 $\frac{1}{2}$, third series, to date from the 15th day of April, 1910.

RESERVOIR NO. 52.
COAL RIDGE WASTE RESERVOIR.

- - - - -

That said reservoir, as set forth in the findings herein, is entitled to Reservoir Priority No. 57. It is claimed by W. B. Dunaway. It takes its supply of water in Water District No. 2 from Little Dry Creek, a tributary of the South Platte River. It also has other supply from Boulder Creek and Idaho Creek in other water districts. It is located in Weld County at the corner common to Sections 23, 24, 25, 26, of Township 2 North of Range 57 West of the 6th P. M. Its inlet from Little Dry Creek is J. & S. Ditch Enlargement, the headgate of which is located on the west bank of Little Dry Creek at a point which bears south $30^{\circ} 15'$ east 22.48 chains from the west quarter corner of Section 25, Township 2 north of Range 67 West of the 6th P. M. It is used for storing water for irrigation purposes.

It is hereby adjudged and decreed that there be allowed to flow into said reservoir from Little Dry Creek, for the use aforesaid, for the benefit of the parties lawfully entitled thereto, under and by virtue of appropriation by original construction and use and Reservoir Priority No. 57, to date from July 30, 19'6, the amount of water said reservoir will hold at 8 feet storage depth and 27.56 acres high water line area, estimated at 8,670,605 cubic feet to be diverted through the J. & S. Ditch Enlargement as its inlet at the rate of 12 cubic feet per second.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that as to those claims for appropriations, priorities for which are hereinabove in part provisionally or conditionally granted, this adjudication proceeding shall remain open for the introduction of further proof in support of the claims for such appropriations, upon the filing by the claimants for any such appropriations of supplemental claims setting forth facts showing the right to have such provisional or conditional priorities made in whole or in part final; and IT IS FURTHER ORDERED, that for such purpose this cause shall now stand continued, without further notice to any person or persons whomsoever, for the hearing of further proof before this court or any Referee who may be appointed by this Court, in support of any such supplemental claims which may be filed herein for the purpose of making such provisional or conditional decrees in whole or in part final, until the day of the opening of the first term of this court in the year 1926.

DONE BY THE COURT AT DENVER, COLORADO, THIS 12th DAY
OF NOVEMBER, A. D. 1924.

Henry J. Hersey

Judge.

STATE OF COLORADO 0
 0 SS.
CITY AND COUNTY OF DENVER 0

I do hereby certify that the above and foregoing is a
draft of the decree as prepared and recommended by the Referee
in the MATTER OF THE ADJUDICATION OF PRIORITIES OF WATER RIGHTS
IN IRRIGATION DISTRICT NUMBER TWO OF THE STATE OF COLORADO FOR
IRRIGATION AND OTHER BENEFICIAL USES.

William R. Kelly

Referee.

STATE OF COLORADO, }
COUNTY OF BOULDER. } ss.

IN THE DISTRICT COURT.

NO. 6672.

IN THE MATTER OF THE ADJUDICATION
OF PRIORITIES OF RIGHT TO THE USE
OF WATER FOR IRRIGATION PURPOSES
IN WATER DISTRICT NO. 6, IRRIGATION
DIVISION NO. 1, OF THE STATE OF
COLORADO.

} SUPPLEMENTAL

} D E C R E E

} (Supplementing Decree
of June 21, 1926.)

This matter coming on to be heard this 9th day of January, A. D. 1935, upon the reports of referees heretofore duly appointed herein, and upon testimony taken before said referees, for the purpose of final adjudication of conditional decrees, and determination and adjudication of claims not heretofore adjudicated under the reservation and retention of jurisdiction for said purposes, as appears in decree of this Court entered in the above cause on the 21st day of June, A. D. 1926, this hearing having been regularly set for this day:

And it appearing that Joseph T. Atwood, Esq., heretofore duly appointed Referee in this cause, did, on June 17, 1933, file herein a partial supplemental report and recommended decree, and thereafter, on December 5, 1934, file herein transcript of testimony taken before him, as such referee, subsequent to said partial supplemental report; and that from the said report and such additional testimony a proposed recommended decree was formulated, and that on the 19th day of December, A. D. 1934, order was duly entered herein, setting this date when the Court would proceed to hear and determine the said partial supplemental report of the referee and recommended or proposed decree, and fixing said time when any party interested might appear and object or except to the report or proposed decree, or any part thereof; and it further appearing that due notice of said order and proposed decree was given to all parties appearing to be interested therein, and the Court now having considered and ruled upon all objections to said report and such


proposed decrees, and being now sufficiently advised in the premises, doth find:

That by the express terms of the decree heretofore entered in this cause on the 21st day of June, A. D. 1928, the Court expressly reserved and retained jurisdiction of the proceeding for the purpose of determining and adjudicating the matters involved herein, and that the proceedings and testimony had and taken herein were duly had and taken under such reservation and retention of jurisdiction, and this supplemental decree shall be taken and considered as a part of and supplemental to the said decree entered June 21, 1928, and that the findings and decretal orders herein, fixing priorities of ditches and reservoirs, shall have the same force and effect, and be of relative priorities the same as though these findings and decretal orders were made and entered as a part of the said decree of date, the 21st day of June, A. D. 1928; and that whenever herein reference is made to "this decree," such reference shall be taken and considered as meaning not only this supplemental decree, but also said former decree entered herein upon said date the 21st day of June, A. D. 1928.

That subject to the general and paramount provisions of this decree, including such provisions as found in said decree entered the 21st day of June, A. D. 1928, the Court finds and decrees, respecting the several ditches and reservoirs hereinafter mentioned, as follows, to-wit:

Done in Open Court, this 9th day of January, A. D. 1935.

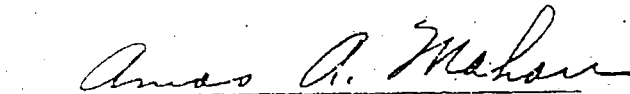
By the Court:


Judge.

STATE OF COLORADO,)
COUNTY OF BOULDER.) SS.

I, AMOS A. MAHAR, Clerk of the District Court in and for said County, in the State aforesaid, and as such Clerk custodian of the files and records of said Court, do hereby certify that the foregoing is a full, true and correct copy of SUPPLEMENTAL DECREE, duly entered on the 9th day of January, A. D. 1935, IN THE MATTER OF THE ADJUDICATION OF PRIORITIES OF RIGHT TO THE USE OF WATER FOR IRRIGATION PURPOSES IN WATER DISTRICT NO. 6, IRRIGATION DIVISION NO. 1, OF THE STATE OF COLORADO, as the same appears of record in this Court.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed the seal
of said Court, at my office in
Boulder, this 11th day of January,
A. D. 1935.


Clerk.

said appropriation by construction and priority No. 24, so much water as will flow in said ditch it being twelve feet wide on the bottom, depth of water flow two feet, slope of banks one to one, grade two and sixty three hundredths feet per mile, computed at 3,864 cubic feet per minute.

NO. TWENTY TWO. EVANS DITCH NO. TWO. That said ditch is entitled to priority Nos. 25 and 40, and it is claimed by the Platte Land Company, limited; the headgate is located in the N.E. $\frac{1}{4}$ section 19, T.2, N. of R. 66 W. it is a ditch used for the irrigation of lands; taking its supply of water from the South Platte River; and it is hereby adjudged and decreed that there be allowed to flow into said ditch from said river, for the use aforesaid, and for the benefit of the parties lawfully entitled thereto, under and by virtue of said appropriation by construction and priority No. 25, so much water as will flow in said ditch, it being ten feet wide on the bottom, depth of water flow three feet, slope of banks one to one, grade seven and sixty eight hundredths per mile, computed at $\frac{10,624}{77.27}$ cubic feet per minute; and that there be further allowed to flow into said ditch as aforesaid, under and by virtue of priority No. 40, so much additional water for the purposes aforesaid, as will supply the increased flow thereof as enlarged fifteen feet on the bottom, the other dimensions remaining the same, computed at $\frac{13,619}{26.97}$ cubic feet per minute; and the whole amount of water to which said ditch is at present entitled is computed at 24,243 cubic feet per minute.

NO. TWENTY THREE. THE CLEAR SPRING DITCH. That said ditch is entitled to priority No. 29; it is claimed by Van B. Kelsey, W.P. Pollock and David F. Raney; the headgate is located on Section 18, T.2, N. of R. 66 W., in Weld County; it is a ditch used

District Court, Water Division No. 1 State of Colorado P. O. Box 2038 Greeley, CO 80632 (970) 351-7300	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: PLATTE VALLEY IRRIGATION COMPANY IN WELD COUNTY	<div data-bbox="1143 502 1365 570" style="text-align: center;"> ▲ COURT USE ONLY ▲ </div> <div data-bbox="1089 576 1365 608"> Case No. 02CW236 </div>
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF THE WATER COURT	

This claim having been filed with the Water Clerk, Water Division No. 1, on October 30, 2002, and all matters contained in the application having been reviewed, and testimony and evidence having been taken as necessary, the Water Judge hereby enters the following Findings of Fact, Conclusions of Law and Decree:

FINDINGS OF FACT

1. Applicant: The name and address of Applicant is the Platte Valley Irrigation Company, c/o Donna Coble, Secretary, 1025 Ninth Avenue, #309, Greeley, Colorado 80631.

2. Notices and Jurisdiction: All notices of this matter required by law have been fulfilled, and the Court has jurisdiction over the subject matter of this application and over all persons and property affected by it, irrespective of whether they or the owners of the property have appeared.

3. Statements of Opposition: Statements of opposition were filed by the City of Aurora, Centennial Water and Sanitation District, City of Boulder and the Farmers Reservoir and Irrigation Company. No other statements of opposition have been filed and the time for filing statements of opposition has expired. Stipulations have been entered into between Applicant and Centennial Water and Sanitation District, the City of Aurora and the City of Boulder.

4. Name of Structure: Platte Valley Recharge and Storage Project.

5. Legal Description of Diversion: The diversion works of the Platte Valley Canal are located on the east bank of the South Platte River in the NE ¼ of Section 19, Township 2 North, Range 66 West of the 6th P.M., Weld County, Colorado approximately 1,360 feet west of the east line and 968 feet north of the south line of Section 19.

6. Source of Water: South Platte River.

7. Date of Appropriation: October 29, 2002.

8. Description of Appropriation for Recharge: Water will be diverted at the existing headgate of the Platte Valley Canal and allowed to percolate into the underground aquifer and return to the river for Applicant's stated beneficial uses. Applicant will use the following facilities to recharge the water diverted from the South Platte River: the Platte Valley Canal, which will be separated into two sub-reaches; the Evans No. 2 Ditch, which branches off from the Platte Valley Canal and will include one sub-reach; and the two recharge sites identified below. Both recharge sites will be excavated below the land surface and will not have dams.

8.1 Recharge Site No. 1 (Thompson Site): SE $\frac{1}{4}$ of Section 6, Township 3 North, Range 66 West of the 6th P.M., more particularly described in Exhibit A.

8.1.1 Surface area of high water line: 2.30 acres.

8.1.2 Total active capacity of the reservoir: 34 acre-feet.

8.2 Recharge Site No. 2 (Hunt Site): NW $\frac{1}{4}$ of Section 33, Township 4 North, Range 66 West of the 6th P.M., more particularly described in Exhibit B.

8.2.1 Surface area of high water line: 2.62 acres.

8.2.2 Total active capacity of reservoir: 39 acre-feet.

9. Amount Claimed: 215.95 cfs, CONDITIONAL.

10. Use: Augmentation, recharge, replacement, exchange and irrigation. Recharge credits received from this water right shall be used for augmentation, replacement and exchange. Irrigation will be of lands currently irrigated by water from the Platte Valley Canal and the Evans No. 2 Ditch. Applicant intends to fully consume the water to 100 percent extinction for its first use of the water for augmentation, recharge and exchange purposes to the extent it is feasible to account for the same.

11. Reaches Where Credits Accrue:

11.1 Recharge Site No. 1 (Thompson Site): The recharge credits will accrue to the South Platte River between the Jay Thomas Ditch headgate and the Union Ditch headgate.

11.2 Recharge Site No. 2 (Hunt Site): The recharge credits will accrue to the South Platte River between the Jay Thomas Ditch headgate and the Godfrey Ditch (Section No. 3 Ditch) headgate.

11.3 Sub-reach No. 1: (Located in the Platte Valley Canal beginning at the headgate of the Platte Valley Canal and ending in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 3 North, Range 66 West where the Platte Valley Canal crosses Weld County Road 30) The recharge credits will accrue to the South Platte River between the Platte Valley Canal headgate and the Farmers Independent Ditch headgate.

11.4 Sub-reach No. 2: (Located in the Platte Valley Canal beginning where Sub-reach No. 1 ends and ending where the Evans No. 2 Ditch branches off the Platte Valley Canal in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 3 North, Range 66 West) The recharge credits will accrue to the South Platte River between the Farmers Independent Ditch headgate and the Union Ditch headgate.

11.5 Sub-reach No. 3: (Located in the Evans No. 2 Ditch beginning where the ditch reaches a point where it turns to the southeast in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 4 North, Range 65 West and ending at the terminus of the Evans No. 2 Ditch located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 3 North, Range 65 West) The recharge credits will accrue to Beebe Draw.

12. Description of Appropriation for Storage: Water will be diverted at the existing headgate of the Platte Valley Canal and delivered to the Evans No. 2 Ditch, which branches off the Platte Valley Canal to the reservoir described below:

12.1 Name of Structure: Platte Valley Reservoir No. 1.

12.2 Legal Description of Location of Dam: NE $\frac{1}{4}$ of Section 9, Township 3 North, Range 66 West of the 6th P.M., Weld County, Colorado as shown in Exhibit C.

12.3 Ditches used to fill reservoir: Water shall be delivered into the Platte Valley Canal, the diversion point for which is described in paragraph 5 above and delivered to the Evans No. 2 Ditch to the reservoir.

12.4 Amount Claimed: 300 acre feet, with the right to refill, CONDITIONAL. Rate of diversion in cfs for filling the reservoir is 215.95 cfs.

12.5 Surface area of high water line: 43 acres.

12.5.1 Maximum height of dam: 11 feet.

12.5.2 Length of dam: 5500 feet.

12.6 Use: Augmentation, recharge, replacement, exchange, recreation and irrigation. Water stored in the reservoir may be delivered into recharge sites or the Evans No. 2 Ditch to be recharged back to the river. Recharge credits received from this water right shall be used for augmentation, replacement and exchange. Irrigation

will be of lands currently irrigated by water from the Platte Valley Canal and the Evans No. 2 Ditch. Applicant intends to fully consume the water to 100 percent extinction for its first use of the water for augmentation, recharge and exchange purposes to the extent it is feasible to account for the same.

12.7 Source: South Platte River.

12.8 Appropriation Date: October 29, 2002.

CONCLUSIONS OF LAW

13. Incorporation by Reference: The Court incorporates the foregoing Findings of Fact to the extent that these might constitute conclusions of law.

14. Jurisdiction: The Court concludes that the application herein is one contemplated by law, and this Court has jurisdiction of the subject matter of this application and all persons affected hereby, whether they have appeared or not, pursuant to §37-92-203(1), §37-92-302 and §37-92-304, C.R.S.

15. Statements of Opposition: Statements of opposition were filed by the City of Aurora, Centennial Water and Sanitation District, City of Boulder and the Farmers Reservoir and Irrigation Company. No other statements of opposition have been filed and the time for filing statements of opposition has expired.

16. Notice: Full and adequate notice of the claim adjudicated herein has been given in the manner required by law.

JUDGMENT AND DECREE

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

17. Incorporation by Reference: Each of the foregoing Findings of Fact and Conclusions of Law is incorporated herein as if set out in full and is hereby made a part of this Judgment and Decree.

18. Terms and Conditions:

18.1 Administration of Sub-reaches: Water diverted from the South Platte River will percolate into the underground aquifer. The water will be measured into the Platte Valley Canal through the headgate located in the NE ¼ of Section 19, Township 2 North, Range 66 West of the 6th P.M. approximately 1,360 feet west

of the east line and 968 feet north of the south line of Section 19. A flume will be installed at end of Sub-reach No. 1 and the start of Sub-reach No. 2 located in NW ¼ NE ¼ of Section 30, Township 3 North, Range 66 West of the 6th P.M. The water shall be measured again at the flume located at the bifurcation structure where the Evans No. 2 Ditch branches off of the Platte Valley Canal and Sub-reach No. 2 ends, which is located in the SW ¼ NW ¼ of Section 9, Township 3 North, Range 66 West of the 6th P.M. For Sub-reach No. 3 on the Evans No. 2 Ditch, a measuring flume shall be installed at the beginning of the sub-reach where the ditch reaches a point where it turns to the southeast in the NE ¼ SW ¼ of Section 16, Township 4 North, Range 65 West of the 6th P.M., and the water will be measured at the end of Sub-reach No. 3 located in the NW ¼ SW ¼ of Section 10, Township 3 North, Range 65 West of the 6th P.M. (No recharge shall be claimed in the Evans No. 2 Ditch between Sub-reach No. 2 and Sub-reach No. 3.) Applicant shall make daily measurements of water flow in the three sub-reaches and monthly computations of recharge credits in the three sub-reaches of the ditch. The net recharge volume shall be determined by subtracting from the measured inflow, the evaporation from the free water surface and any outflow.

18.2 Evaporation: The amount of water lost to evaporation shall be determined by multiplying the exposed water surface area by the rate of evaporation. Applicant shall use monthly evaporation data published by the NOAA Technical Report NWS 33 as follows:

Month	Percent of Annual Evaporation (A)	Gross Lake Evaporation (ft) (B)	Gross Lake Evaporation (in) (C)
Jan	3.0%	0.11	1.35
Feb	3.5%	0.13	1.58
Mar	5.5%	0.21	2.48
Apr	9.0%	0.34	4.05
May	12.0%	0.45	5.40
June	14.5%	0.54	6.53

July	15.0%	0.56	6.75
Aug	13.5%	0.51	6.08
Sept	10.0%	0.38	4.50
Oct	7.0%	0.26	3.15
Nov	4.0%	0.15	1.80
Dec	3.0%	0.11	1.35
Total	100%	3.75	45.00

18.3 Calculation of Seepage: Ditch seepage for each sub-reach shall be calculated by subtracting the amount of surface evaporation from the amount of water attributed to that sub-reach. The amount of water in each sub-reach shall be determined by measuring the difference in the volume at the beginning of the sub-reach and at the end of the sub-reach.

18.4 Calculation of Recharge Credits: The effects on the South Platte River resulting from the recharge of water will be calculated by means of the analytical equations described by Glover (Glover 1977) and others. Although there are various methods for applying the analytical equations described by Glover, the primary method to be used in this case shall represent a parallel no-flow boundary, which requires the following parameters: (1) a boundary condition for the alluvial aquifer indicating that the boundary constitutes a "no-flow" condition; (2) the width of the aquifer on the side of the river where the recharge structure is located, commonly referred to as "W"; (3) the distance from the river to the location of the recharge structure, commonly referred to as "X"; (4) the transmissivity of the aquifer in the vicinity of the recharge structure, commonly referred to as "T", and (5) the specific yield of the aquifer, commonly referred to as "S". A program which incorporates the Glover no-flow boundary method, shall be used to determine the timing of recharge to the South Platte River. The parameters for each recharge structure are shown in the table below:

	T (gpd/ft)	X (ft)	W (ft)	S
Thompson Recharge Pond	144500	12349	12721	0.2
Hunt Recharge Pond	138400	14780	17184	0.2

Sub-reach No. 1 Ditch Recharge	80800	3643	7665	0.2
Sub-reach No. 2 Ditch Recharge	77800	6929	8390	0.2
Sub-reach No 3. Ditch Recharge	50000	5280	5500	0.2

18.5 Daily Credits: Daily credits shall accrue to Applicant only if there is a call on the river. No carryover of daily, weekly or monthly credit shall be permitted.

18.6 Use of Sub-reaches in Ditch: Applicant shall not recharge water through the ditch sub-reaches in the Platte Valley Canal and the Evans No. 2 Ditch under this decree while Applicant is delivering water to its stockholders for irrigation. Before Applicant can claim recharge credits from Sub-reaches Nos. 1 and 2 while water is being delivered through the Platte Valley Canal to Milton Reservoir, the historical seepage of water decreed to Milton Reservoir and a procedure for calculating seepage attributable to Applicant's recharge water must be established. To establish the historical seepage of the Milton Reservoir water right, PVIC shall install the measuring devices at the beginning of Sub-reach No. 1, the end of Sub-reach No. 1 and the end of Sub-reach No. 2 and collect daily measurements during an entire storage season. PVIC shall analyze the daily measurements and establish a curve for each sub-reach relating flow to seepage as a percentage of that flow for the Milton Reservoir water right. On or before June 1, 2008, Applicant shall file with the Court, the State Engineer and the Division Engineer and all the Objectors a report proposing a procedure for calculating the amounts of seepage from the Milton Reservoir water right and from Applicant's recharge water, the analysis behind that procedure and the data collected, including the daily measurements. If the State Engineer, Division Engineer or any Objector disagrees with the calculations submitted by the Applicant, an objection shall be filed within 60 days from the date the calculations are filed with the Court and served on the Objectors, and the Court shall hold a hearing on the limited issue of calculating the historical seepage from the Milton Reservoir water right and determining a procedure for calculating the amount of seepage attributable to Applicant's recharge water in Sub-reaches Nos. 1 and 2 while the Milton Reservoir water right is being delivered including but not limited to the appropriate data, assumptions, model specifications and interpretation of results.

After such a procedure is established, Applicant shall continue to measure and report the amount of seepage from the Milton Reservoir water right and report such amounts to the Division Engineer. Applicant shall have a continuing obligation to revise

the curve for each sub-reach in accordance with the updated data when appropriate and report any revisions to the Division Engineer and Objectors.

18.7 Recharge Sites: The ponds at the recharge sites shall be constructed so that the pond bottoms are at least 2 feet above the water table. The ponds shall be kept free of vegetation. Applicant shall construct 3 monitoring wells, with minimum depths of 6 feet, at each recharge site. Applicant shall measure and record the water depth in each monitoring well each month beginning two months prior to the first delivery of recharge water to the recharge sites and ending three years after the first delivery of recharge water to the recharge sites. The measurements from each monitoring well shall be submitted to the Division Engineer and the objecting parties in this case (Objectors) each month. At the end of the 3-year monitoring period, Applicant shall submit current aerial photographs of each recharge site to the Division Engineer and the Objectors that display the current vegetation surrounding the recharge sites.

18.8 Notification to Objectors. Applicant shall give written notice to the Objectors when water is first recharged under this decree, which shall start the time period for the retained jurisdiction required in Section 22. Additionally, Applicant shall give written notice to the Objectors when water diverted under this decree is first delivered to the recharge sites, which shall start the time period for the 3-year monitoring well use required in Section 18.7. Such notice, and any other information and accounting required to be sent to the Objectors under this decree, shall be sent to the addresses listed below. Any Objector may waive notice or change the address to which such notice and information are sent by informing the Applicant in writing with the address set forth in Section 1 and filing a copy of written waiver or change of address with the Court.

City of Aurora

John M. Dingess, Esq.
Duncan, Ostrander & Dingess, P.C.
4600 South Ulster Street, Suite 1111
Denver, CO 80237-2875

FRICO

John P. Akolt, III, Esq.
80 South 27th Avenue
Brighton, CO 80601

City of Aurora

Steven Sims, Esq.
Adam DeVoe, Esq.
Brownstein Hyatt & Farber PC –
Denver
410 17th Street, Ste 2200
Denver, CO 80202

City of Boulder

Centennial Water & Sanitation District

Veronica A. Sperling, Esq.
Gabriel D. Carter, Esq.
Moses, Wittemyer, Harrison and Woodruff,
P.C.
P. O. Box 1440
Boulder, CO 80306-1440

18.9 Measuring Devices: Applicant shall provide measuring devices satisfactory to the Division Engineer for purposes of administration. Accounting shall be submitted on forms and at times acceptable to the Division Engineer. Upon request and payment

of reasonable costs, Applicant shall send copies of the accounting to the Objectors. While not specifically decreed herein, the accounting forms shall be similar to those attached as Exhibit D. These forms may be modified in the future with the approval of the Division Engineer.

18.10 Water Storage: Water shall not be impounded in the Platte Valley Reservoir No. 1, except pursuant to the operation of a lawful exchange, unless entitled to do so by virtue of the priority herein awarded. At all other times, all inflow of water into the reservoir from any source, including precipitation, shall be removed by Applicant or Applicant's successors-in-interest by draining, pumping, or other means, and released into the nearest natural watercourse below the reservoir, and not utilized by Applicant or Applicant's successors-in-interest in any manner.

18.11 Reservoir Specifications: Applicant shall provide elevation, surface area and capacity data for Platte Valley Reservoir No. 1 and a description of the method used to derive such data to the Division Engineer and the objectors prior to storing water in the reservoir.

18.12 Lining Reservoir: Prior to storing water, Applicant shall line the Platte Valley Reservoir No. 1 in a manner that complies with the State Engineer's guidelines for gravel pit lining criteria to ensure that groundwater does not flow into the proposed reservoir.

19. No Augmentation Plan or Exchange Decreed: No augmentation plan or exchange is decreed herein. To the extent water lawfully recharged under this decree or lawfully stored under this decree is used in a plan for augmentation or exchange, said augmentation plan or exchange shall be operated under a separate decree of the water court or substitute water supply plan approved pursuant to § 37-92-308, C.R.S. or successor statutes.

20. Call on River: The water rights granted herein shall be out-of-priority when there is a valid call for water from a location downstream of the point of diversion for such water rights and such call is by a water right that is senior to the priority date awarded herein. For the purposes of this matter only and not to be construed as precedent in subsequent matters, the term "call" as used in this decree means a demand, recorded or unrecorded, by a senior priority for the curtailment of diversions by junior, upstream priorities in order that water be made available to the calling senior to satisfy the need for water of its senior priorities.

21. Administration: This decree shall be administered by the Division Engineer. The data to be collected pursuant to this decree shall be furnished to the Division Engineer or his representative annually or more frequently if required. In no event shall Applicant be authorized to augment, recharge, replace or exchange the waters diverted hereunder during any periods when accounting and reporting are not completed and submitted to the Division Engineer or his representative on a timely basis.

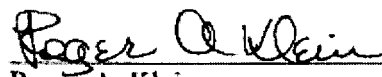
22. Retained Jurisdiction: The Court shall retain jurisdiction for 5 years from the date that water is first recharged under this decree to resolve any disputes regarding whether the recharge water is coming to the surface or is being consumed rather than resulting in accretions to the South Platte River or Beebe Draw and modifying the terms and conditions of this decree, if necessary, to correct and resolve such matters. The Court shall retain jurisdiction indefinitely for the sole purpose of determining whether, after a substantial change to the Platte Valley Canal's structure, the method being used by Applicant to measure and calculate the seepage back to the river from its recharge water in the Platte Valley Canal is accurate. The retained jurisdiction may be invoked by any existing party to this case, or successors-in-interest thereto, by motion or petition to the Court, and proper notice to all other parties.

23. Diligence: The conditional water rights herein are continued in full force and effect until July 31, 2012. If Applicant desires to maintain such conditional rights, an application for finding of reasonable diligence shall be filed on or before July 31, 2012, or a showing made on or before such date that the conditional water rights have become absolute water rights by reason of the completion of the appropriation.

24. Priority Awarded: The priority herein awarded said Applicant was filed in the Court in the year of 2002 and shall be administered as having been filed in that year; and shall be junior to all priorities filed in previous years. As between all rights, filed in the same calendar year, priority shall be determined by historical date of appropriation and not affected by date of entry of ruling.

DATED: July 21, 2006.

BY THE COURT:



Roger A. Klein
Water Judge
Water Division No. 1

This order was filed electronically pursuant to Rule 121, §1-26. The original signed order is in the Court's file.

4. **Statement of Opposition:** A statement of opposition was timely filed by the Lower Latham Reservoir Company. No other statements of opposition have been filed and the time for filing statements of opposition has expired.

5. **Summary of Consultation:** The Applicant has addressed all concerns contained in the Summary of Consultation report of the Division Engineer dated October 31, 2012.

6. **Referee's Determinations:** All matters contained in the Application have been reviewed and testimony taken where such testimony was required. The Referee finds that the statements contained in the Application are true, and that the Applicant is entitled to a decree finding that it has been diligent in maintaining the conditional water rights described herein.

7. **Names of Structures:**

- A. Platte Valley Canal
- B. Evans No. 2 Ditch
- C. Recharge Site No. 1
- D. Recharge Site No. 2
- E. Platte Valley Reservoir No. 1

8. **Description of Conditional Water Rights for the Structures** (collectively referred to herein as the "Platte Valley Recharge and Storage Project"):

- A. **Original decree:** The conditional water rights for the Platte Valley Recharge and Storage Project were decreed on July 21, 2006 in Case No. 02CW236 by the District Court, Water Division No. 1, in Weld County.
- B. **Legal descriptions for the Platte Valley Recharge and Storage Project** (all elements described hereunder are located in the 6th P.M., in Weld County, Colorado):

- (1) The point of diversion for the Platte Valley Recharge and Storage Project is at the diversion works of the Platte Valley Canal which is located on the east bank of the South Platte River in the NE $\frac{1}{4}$ of Section 19, Township 2 North, Range 66 West, approximately 1,360 feet west of the east line and 968 feet north of the south line of said Section 19.

- (2) Sub-reach No. 1, located in the Platte Valley Canal, begins at the headgate of the Platte Valley Canal and ends in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 3 North, Range 66 West, at the point where the Platte Valley Canal crosses Weld County Road 30.
- (3) Sub-reach No. 2, located in the Platte Valley Canal, begins at the point where Sub-reach No. 1 ends and ends at the point where the Evans No. 2 Ditch branches off the Platte Valley Canal in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 3 North, Range 66 West.
- (4) Sub-reach No. 3, located in the Evans No. 2 Ditch, begins where the Evans No. 2 Ditch reaches that point where it turns to the southeast in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Range 4 North, Township 65 West, and ends at the terminus of the Evans No. 2 Ditch located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 3 North, Range 65 West.
- (5) Recharge Site No. 1 ("Thompson Site") will be located in the SE $\frac{1}{4}$ of Section 6, Township 3 North, Range 66 West.
 - (a) Surface area at high water line: 2.30 acres.
 - (b) Total active capacity of reservoir: 34 acre-feet.
- (6) Recharge Site No. 2 ("Hunt Site") will be located in the NW $\frac{1}{4}$ of Section 33, Township 4 North, Range 66 West.
 - (a) Surface area at high water line: 2.62 acres.
 - (b) Total active capacity of reservoir: 39 acre-feet.
- (7) The dam for the Platte Valley Reservoir No. 1 will be located in the NE $\frac{1}{4}$ of Section 9, Township 3 North, Range 66 West.
 - (a) Ditches used to fill reservoir: Water shall be diverted at the Platte Valley Canal, the diversion point for which is described in paragraph 8.B(1), above, delivered to the Evans No. 2 Ditch, at the location identified in paragraph 8.B(3), above, and then to the Platte Valley Reservoir No. 1.
 - (b) Surface area of high water line: 43 acres.
 - (c) Maximum height of dam: 11 feet.
 - (d) Length of dam: 5500 feet.

- C. Source of water for the Platte Valley Recharge and Storage Project: South Platte River.
- D. Date of appropriation for the Platte Valley Recharge and Storage Project: October 29, 2002.
- E. Amounts claimed for the Platte Valley Recharge and Storage Project:
- (1) Recharge Site No. 1 (Thompson Site): 215.95 cfs, CONDITIONAL.
 - (2) Recharge Site No. 2 (Hunt Site): 215.95 cfs, CONDITIONAL.
 - (3) Platte Valley Reservoir No. 1: 300 acre-feet with the right to refill, CONDITIONAL. Rate of diversion in cfs for filling the reservoir is 215.95 cfs.
- F. Uses:
- (1) Platte Valley Canal recharge, Evans No. 2 Ditch recharge, and Recharge Site Nos. 1 and 2: Augmentation, recharge, replacement, exchange and irrigation. Recharge credits from this water right shall be used for augmentation, replacement and exchange. Irrigation will be of lands currently irrigated under and by water delivered from the Platte Valley Canal and the Evans No. 2 Ditch. The Applicant intends to fully consume the water to 100 percent extinction for its first use of the water for augmentation, recharge and exchange purposes to the extent it is feasible to account for the same.
 - (2) Platte Valley Reservoir No. 1: Augmentation, recharge, replacement, exchange, recreation and irrigation. Water stored in the reservoir may be delivered into recharge sites or into the Evans No. 2 Ditch to be recharged back to the river. Recharge credits received from this water right shall be used for augmentation, replacement and exchange. Irrigation will be of lands currently irrigated under and by water delivered from the Platte Valley Canal and the Evans No. 2 Ditch. The Applicant intends to fully consume the water to 100 percent extinction for its first use of the water for augmentation, replacement and exchange purposes to the extent it is feasible to account for the same.
- G. Description of recharge operations: Water will be diverted at the existing headgate of the Platte Valley Canal and allowed to percolate into the underground aquifer and return to the river for the Applicant's stated beneficial uses. As more particularly described in Paragraph 8.B, above, the Applicant will

use the following structures to recharge the water diverted from the South Platte River: (1) the Platte Valley Canal, which will be separated into two sub-reaches; (2) the Evans No. 2 Ditch, which branches off from the Platte Valley Canal and will include one sub-reach; (3) Recharge Site No. 1; and (4) Recharge Site No. 2. When constructed, Recharge Site Nos. 1 and 2 each will be excavated below the land surface and will not have dams.

H. Reaches where credits accrue:

- (1) Recharge Site No. 1: The recharge credits will accrue to the South Platte River between the Jay Thomas Ditch headgate and the Union Ditch headgate.
- (2) Recharge Site No. 2: The recharge credits will accrue to the South Platte River between the Jay Thomas Ditch headgate and the Godfrey Ditch (a/k/a the Section No. 3 Ditch) headgate.
- (3) Sub-reach No. 1: The recharge credits will accrue to the South Platte River between the Platte Valley Canal headgate and the Farmers Independent Ditch headgate.
- (4) Sub-reach No. 2: The recharge credits will accrue to the South Platte River between the Farmers Independent Ditch headgate and the Union Ditch headgate.
- (5) Sub-reach No. 3: The recharge credits will accrue to the Beebe Draw.

9. **Diligence activities:** During the diligence period, the Applicant expended considerable time and money in the development of the conditional water rights for the Platte Valley Recharge and Storage Project. The Applicant expects to expend additional time and money to perfect the conditional water rights. During the diligence period, the Applicant completed the following activities:

- A. It defended the priorities of the Platte Valley Recharge and Storage Project water rights in Water Court, Division No. 1, by filing statements of opposition to and actively participating in numerous water right application proceedings which could have been injurious to the conditional water rights;
- B. It acquired the real property on which Platte Valley Reservoir No. 1 will be located and paid real estate taxes annually on such real property to Weld County;

- C. It actively worked with mineral estate owners to insure that the development of oil and gas on such real property will not compromise the plans for the Platte Valley Reservoir No. 1;
- D. It secured a loan from the CWCB Construction Fund in the amount of \$2,365,000 for the construction of the Platte Valley Reservoir No. 1 and associated structures;
- E. It expended in excess of \$100,000 on engineering consultant fees to design the Platte Valley Reservoir No. 1 and associated measurement and control structures in anticipation of submittal to the State for approval;
- F. It expended additional monies on attorney fees to negotiate agreements with adjoining property interest owners to approve the design and construction of Platte Valley Reservoir No. 1;
- G. It expended additional monies annually to retain its rights to construct Recharge Site Nos. 1 and 2 on the properties of Timothy J. Thompson and David W. & Kayleen J. Hunt respectively;
- H. It expended additional monies on engineering consultant fees to analyze and quantify seepage rates to perfect its in-ditch recharge rights;
- I. It negotiated an agreement with Farmers Reservoir & Irrigation Company (FRICO) to apportion use of capacity within the Platte Valley Canal;
- J. It renewed agreements with both FRICO and with Central Colorado Water Conservancy District by which each may utilize recharge credits generated; and
- K. It continues to discuss with FRICO options on how best to construct the Platte Valley Reservoir No. 1 to minimize impacts to the Platte Valley Canal.

CONCLUSIONS OF LAW

10. **Incorporation by Reference:** Each of the foregoing Findings of Facts is fully incorporated herein as if set out in full to the extent that they might constitute conclusions of law.
11. **Application Authority:** The Application was timely filed with the Water Clerk pursuant to C.R.S. § 37-92-301(4).

12. **Subject Matter Jurisdiction:** The Application is one contemplated by law and this Court has exclusive jurisdiction over the subject matter of this proceeding in accordance with C.R.S. § 37-92-203.
13. **Notice:** The Applicant has satisfied all requirements for notice under C.R.S. § 37-92-302(3). The Application was filed with the Water Court pursuant to C.R.S. § 37-92-301(l)(a).
14. **Statement of Opposition:** One statement of opposition was filed. The time for filing statements of opposition and motions to intervene has expired. C.R.S. §§ 37-92-302(1)(c) and 37-92-304(3).
15. **Jurisdiction:** This Court has jurisdiction to enter the requested decree. This Court has jurisdiction over the subject matter of this case and over all persons or entities, affected by the application, whether or not they have appeared, pursuant to C.R.S. §§ 37-92-203, 37-92-302 and 37-92-304.
16. **Burden of Proof:** The Applicant has met its burden of proof to support a determination that it has exercised reasonable diligence in the development of the conditionally decreed appropriations, and the Applicant is entitled, as a matter of law, to a decree allowing its conditional water rights to continue in effect.
17. **Can and Will:** The Applicant has demonstrated that the water can and will be diverted, stored, or otherwise captured, possessed, and controlled, and will be beneficially used, and that these water rights can and will be completed with diligence and within a reasonable time, pursuant to C.R.S. § 37-92-305(9)(b).
18. **Diligence:** The Applicant has satisfied all statutory and legal requirements for a finding of diligence under C.R.S. §§ 37-92-301(4)(a)-(c), 37-92-302(1)(a), 37-92-305(9)(b) and 37-92-103(3).

RULING OF THE REFEREE

19. **Incorporation:** Each of the foregoing Findings of Fact and Conclusions of Law is incorporated herein as if set out in full and each is hereby made a part of the Ruling of the Referee.
20. **No Augmentation Plan Approved:** Although this Decree adjudicates replacement and augmentation as uses by the Applicant of the water associated with the Platte Valley Recharge and Storage Project, this Decree does not approve any specific augmentation plan. The operation of any augmentation plan involving the Platte Valley Recharge and Storage Project must be pursuant to and in compliance with a subsequent decree entered

by the Court, or a substitute water supply plan approved by the State Engineer, that is consistent with and subject to the limitations set forth in this Decree.

21. **No Exchange Approved:** Although this Decree adjudicates exchange as a use by the Applicant of the water associated with the Platte Valley Recharge and Storage Project, this Decree does not adjudicate an exchange. An exchange using water yielded from the Platte Valley Recharge and Storage Project may be the subject of one or more future applications seeking approval of a subsequent judicial decree or lawful administrative approval authorizing such exchange.

22. **Limits on Use of Recharge:** The Applicant shall not deliver water diverted pursuant to the Platte Valley Recharge and Storage Project into, or claim accretion credits deriving from Sub-reach No. 3, until such time as it has acquired a lawful right to utilize structures owned or controlled by the Lower Latham Reservoir Company in the Beebe Draw, including, as appropriate, the Lower Latham Reservoir, Morrison Seepage Ditch and the Powell Spillway.

23. **Application Approval:** The Application is granted subject to the provisions herein.

24. **CONDITIONAL Water Rights:** The Applicant has exercised reasonable diligence in the development of the CONDITIONAL water rights claimed in ¶ 8, above. The Applicant is entitled, as a matter of law, to a decree allowing the conditional water rights to continue in effect for the Platte Valley Recharge and Storage Project in the amounts and for the uses previously adjudicated as described in ¶ 8, above.

25. **Measurement:** Upon completion of the construction of Recharge Site Nos. 1 and 2 and of the Platte Valley Reservoir No. 1, and prior to the perfection the conditional water rights, the Applicant shall install and maintain the necessary measuring and recording devices required by the Division Engineer or Water Commissioner for the administration of the water rights.

26. **Reporting:** Upon request, the Applicant shall report the amounts of water and dates on which the Applicant diverts such water under these water rights to the Water Commissioner and/or the Division Engineer on a monthly basis, or as required by the Division Engineer or Water Commissioner.

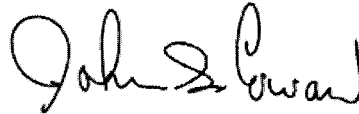
27. **Administration:** The conditional water rights for Platte Valley Recharge and Storage Project as continued in this case were applied for in calendar year 2002 and shall be administered as having been filed in that year. The conditional water rights shall be junior to water rights applied for in previous years. As between all rights applied for in the same calendar year, priority shall be determined by the date of appropriation and shall not be affected by the date of the entry of the ruling or decree.

28. **Continuation of Water Rights:** The Applicant's conditional water rights shall be continued in full force and effect for six years from the date of entry of this Decree. If the Applicant desires to maintain such conditional water rights or to make absolute such conditional water rights, the Applicant shall file an Application for Findings of Reasonable Diligence or an Application for Absolute Water Rights no later than the last day of the month six years from the date of this Decree.

29. **IT IS ORDERED** that this Ruling and Decree shall be filed with the Water Clerk and shall be effective upon such filing.

30. **IT IS ORDERED** that a copy of this Ruling and Decree shall be filed with the Division Engineer and the State Engineer.

Dated this 9th day of October, 2013.

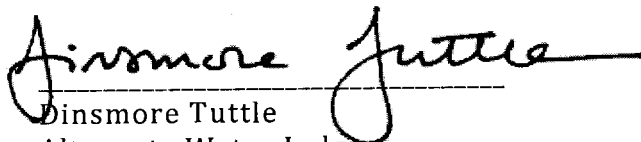


John S. Cowan, Referee
Water Division 1

No protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the Judgment and Decree of this Court.

Dated: 07 November 2013

BY THE COURT:



Dinsmore Tuttle
Alternate Water Judge
Water Division 1

A G R E E M E N T.

THIS AGREEMENT, Made this 2nd day of July, 195^{1/2}, between THE PLATTE VALLEY IRRIGATION COMPANY, First Party, a Colorado corporation, owner of Platte Valley Canal; and NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a quasi-municipal corporation, Second Party, hereinafter termed "the District",
WITNESSETH:

WHEREAS, the District has beneficial interests in appropriations of water from the Colorado-Big Thompson Project for supplies of water from the Colorado, Big Thompson, Little Thompson, Cache la Poudre and St. Vrain Rivers and their tributaries, and concurrently herewith is to acquire easements from the owners to accomplish the enlargement and use of Lower Boulder Canal and Coal Ridge Canal to carry water therein from District supplies to District water allottees and water right holders served through said canals; and

WHEREAS, upon certain contractual arrangements between the Bureau of Reclamation and the District, including acquisition of said easements, the United States has agreed to enlarge and improve the present canals of the Lower Boulder Company and the Coal Ridge Company to make available and to provide capacity for delivery of additional Colorado-Big Thompson project water to allottees of the District through the canals of said companies, and it is considered that mutual benefits will result to the parties thereby, and the parties hereto have made this agreement to facilitate such results; and

WHEREAS, the Platte Valley Irrigation Company has duly petitioned the District for a water allotment upon terms of Two Dollars per acre foot per year and on other terms usual to water allotments to the second unit from the District supplies to

mutual irrigation companies served through said canals and as more particularly shown in said petition and an order granting the same to become effective at the time this agreement shall become effective. It is further the purpose of this agreement to provide the terms and conditions under which the Platte Valley Irrigation Company is to receive and accept deliveries of water allotted to it and its water users by the District and to be conveyed under District contracts with said companies through the enlarged Lower Boulder Canal of The Consolidated Lower Boulder Reservoir and Ditch Company and The Coal Ridge Canal of the Coal Ridge Ditch Company to Sand Hill Lake a reservoir to be enlarged by The Platte Valley Irrigation Company. Said enlarged canals and the extension across said reservoir and connecting it with the South Platte River shall be known as "The South Platte Supply Canal" and are to be built by the United States for the District;

NOW THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS HEREOF, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This agreement between The Platte Valley Irrigation Company and the District is dependent upon said contracts of the District with the owners of the Lower Boulder and Coal Ridge Canals respectively, for carriage of water, operation, maintenance, repair, renewal and replacement of their several canal systems as more particularly set forth in copies of said agreement, with which agreements the Platte Valley Company is familiar and copies of which are attached hereto. The Board of Directors of the District shall take proper proceedings to promptly order the 10,320 acre feet allotment of water to the Platte Valley Irrigation Company upon the terms and conditions of the petition therefore and of this agreement.

? (The Platte Valley Irrigation Company shall have the easement, without charge other than its allotment payments, to have, subject

to said agreements with said other two companies, as assignee of the District, the Platte Valley Irrigation Company's water so allotted to it carried through said two canals to Sand Hill Lake Reservoir, and the right to carriage of its said water in the canal connecting said reservoir with the South Platte River. Said canal from Sand Hill Lake to the South Platte River shall have a capacity of not less than 125 cubic feet per second of time.

2. The place of measurement of water to the allottees of the District through the Lower Boulder, Coal Ridge and Platte Valley Irrigation Company canals shall be at Twin Lakes or "Boulder" reservoir, notwithstanding any different places of measurement provided hereinfor said carriage, operation, maintenance, repair, renewal and replacement agreements with the owners of said Lower Boulder and Coal Ridge Canals. Further, the amount of project water to be carried and delivered hereunder shall be less the actual seepage, evaporation and other losses beyond the reasonable control of the respective Lower Boulder and Coal Ridge Canal owners.

3. The Platte Valley Irrigation Company agrees to acquire, without cost to the District such rights-of-way, easement or operating agreement as may be required for the use of Sand Hill Lake as a regulating reservoir and further agrees to construct, operate and maintain, at its own cost, said reservoir and outlet works for the delivery of not less than 100 cubic feet per second of water to The South Platte Supply Canal for allottees of the District below said reservoir.

The Platte Valley Irrigation Company further agrees to operate without cost to the District, that portion of South Platte Supply Canal from the outlet of Sand Hill Lake to the South Platte River and, also, to do, at its own expense,

such normal annual maintenance as may be required for proper canal operation. The District agrees to be responsible for all extraordinary maintenance, repairs and replacements occasioned by circumstances beyond the reasonable control of The Platte Valley Irrigation Company.

4. The District agrees to pay, in the first instance, not to exceed \$10,000.00 upon the construction cost of said reservoir and outlet works, at the time of completion of such construction and acceptance thereof by the Platte Valley Company. Said construction cost monies so paid by the District shall be repaid to the District, without interest, by the Platte Valley Company in five equal annual instalments of two thousand dollars each, payable beginning on the 15th day of each December one year after such payment by the District.

5. The parties hereto agree to consult annually on the second Thursday of each November concerning operation of the South Platte Supply Canal. The parties also agree to consult from time to time upon the call of either party on such other matters as may seem proper and at such other times as may be necessary or convenient.

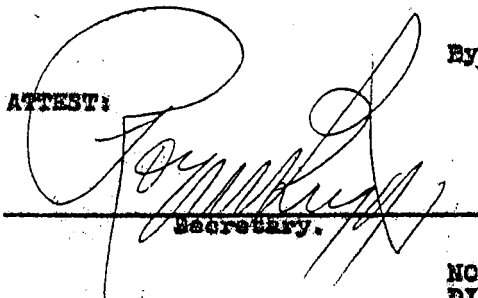
6. The terms and conditions of this agreement shall bind and benefit not only the parties hereto but their respective successors in title to Platte Valley Canal and said reservoir and enlargements thereof and shall be deemed covenants running with the title to said reservoir and Platte Valley Canal.

7. This agreement shall become effective when it and the said two agreements with said two companies have been signed by the respective parties to such agreements and when, also, the easement in said two canals has been accepted and construction

work begun on such enlargement and improvement by the United States and when, also, concurrently, said allotment of 10,320 acre feet has been ordered by the Board of the District to the Platte Valley Irrigation Company.

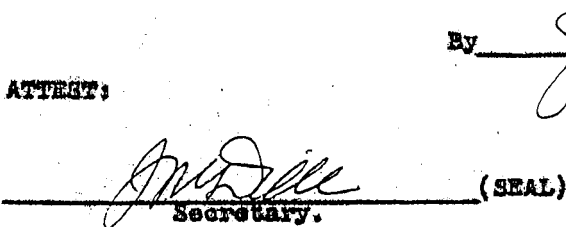
IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto affixed by their respective officers thereunto duly authorized and their respective seals hereunto affixed, attested by their respective secretaries, as of the day and year first above written.

THE PLATTE VALLEY IRRIGATION COMPANY

ATTEST: 
Secretary.

By 
President.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

ATTEST: 
Secretary. (SEAL)

By 
President.

STATE OF COLORADO)
COUNTY OF WELD) SS

The foregoing instrument was acknowledged before me this 2nd
day of July, 1954, by BYRON CHESNUT as President and ROY M.
BRIGGS as Secretary of THE PLATTE VALLEY IRRIGATION COMPANY, a
corporation.

My notarial commission expires My Commission expires November 13, 1954

Witness my hand and official seal

Thelma O. Kunkle
Notary Public

STATE OF COLORADO)
COUNTY OF WELD) SS

The foregoing instrument was acknowledged before me this 6th
day of July, 1954, by JACOB S. SCHEY as President and J. M. DILLE
as Secretary of NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a
quasi-municipal corporation.

My notarial commission expires 1-2-58

Witness my hand and official seal

Margaret Ashing
Notary Public

A G R E E M E N T

This Agreement made and entered into this 12th day of October, A. D. 1954, by and between The Lupton Meadows Ditch Company, first party, hereinafter called The Meadows Company, and the Platte Valley Irrigation Company, second party, hereinafter called The Platte Valley Company.

WITNESSETH:

Whereas, The Platte Valley Company has heretofore entered into an Agreement with the Northern Colorado Water Conservancy District for a supply of water to be delivered by the said Conservancy District to The Platte Valley Company through the canals of the Lower Boulder Reservoir and Ditch Company and the Coal Ridge Ditch Company to Sand Hill Lake as is more particularly set forth in said Agreement, a copy of which is attached hereto and made a part hereof, and

Whereas, The Meadows Company is the owner of Sand Hill Lake located in Section 23, 24 and 25 and 26 in Township 2 North, Range 67 West of the 6th P. M. and has consented and by this Agreement consents to the use and enlargement of said Sand Hill Lake by The Platte Valley Company upon the terms and conditions herein set forth, and

Whereas, the intent and purpose of this Agreement is to provide the terms and conditions under which the Sand Hill Lake will be enlarged, used, operated and maintained for the storage of water by The Meadows Company and as equalizing or regulating basin by The Platte Valley Company and to define the rights and obligations of the parties hereto.

NOW THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS HEREOF, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This Agreement between The Meadows Company and The Platte Valley Company is dependent upon the contract of The Platte Valley Company with the Northern Colorado Water Conservancy District and

upon agreements made and entered into by the Northern Colorado Water Conservancy District with The Lower Boulder Reservoir and Ditch Company and The Coal Ridge Ditch Company to carry water from Boulder Creek to the Sand Hill Reservoir with all of which agreements The Meadows Company is familiar and copies of which are attached hereto; provided, however, that The Meadows Company shall not be responsible for, or liable to perform, any of the covenants contained in such agreements except to the extent The Meadows Company is obligated by the covenants contained in this agreement with The Platte Valley Company

2. The Meadows Company by this Agreement hereby grants and conveys to The Platte Valley Company an easement to enlarge and use the Sand Hill Lake in the manner and upon the terms and conditions hereinafter set forth. The Meadows Company reserves the first and prior right to 199 acre feet capacity in said reservoir at all times. Each party shall have the privilege of using any portion of the other party's capacity of said enlarged reservoir whenever such capacity is not then being used by such other party subject, however, to such other party's priority to its reserved portion of such reservoir at all times.

3. All additional land and easements therein necessary or desirable for the enlargement and use of the said lake by The Platte Valley Company shall be acquired by The Platte Valley Company at its own expense.

4. All expense for maintenance, repair, renewal and replacement of the reservoir, including all weirs, structures and physical properties thereof, shall be the obligation of and shall be paid by The Platte Valley Company, except that the Meadows Company shall be responsible for and shall pay for the maintenance of and all repairs to the Meadows Company's outlet after the same is installed and completed in the enlargement of said reservoir.

5. In the enlargement of said reservoir to accomplish the purposes for which the enlarged basin is intended, The Platte Valley Company will contour the lake, establish a guage rod and a rating table to enable all parties at all times to accurately measure the water in said storage basin.

6. Said Meadows Company has a decreed right to use and impound water in said reservoir in accordance with the decree of the District Court of Denver County No 54658 permitting the storage of 199 acre feet annually. Said decreed right shall be respected and permitted by The Platte Valley Company as a first and prior right to the use of said lake superior to any claim made by The Platte Valley Company.

7. The construction work shall be done in a good and workman-like manner and shall be completed without unreasonable delay. The Platte Valley Company agrees to hold, save and bear harmless The Meadows Company from any loss or damage arising out of or occasioned by said construction work. The Platte Valley Company agrees to cause to be installed such adequate recording measuring devices as may be recommended by the State Engineer at the inlet to said reservoir, at the outlet provided for The Platte Valley Company, and at the outlet provided for The Meadows Company. The availability of water to The Meadows Company shall not be lessened by reason of such construction.

8. In the event any storage water is lost to The Meadows Company by reason of such construction work, The Platte Valley Company agrees to replace the same from other sources available to it at the earliest possible date.

9. Losses of water resulting from leakage from the lake or by evaporation shall be charged against the party having the water in the lake at the time said losses occur.

10. All water delivered to said lake by The Platte Valley Company shall be measured into the lake and measured out to The Platte Valley

Company by measuring devices to be installed by Northern Colorado Water Conservancy District in the manner and by methods approved by said District less losses resulting from leakage or evaporation while the water is in the lake in transit to its ultimate place of use.

In accordance with the decree of the District Court of the City and County of Denver the decreed and usable storage right in said reservoir used and enjoyed by The Meadows Company amounts to 199 acre feet annually. Precipitation in the water shed immediately adjacent to the lake occasionally results in substantial accumulation of water in the lake. Water accumulated in said lake as a result of precipitation, surface run off, return flow or percolation to an amount which with other water in the lake belonging to The Meadows Company equals 199 acre feet shall be subject to the control and right to use of The Meadows Company. All accumulation of water in said lake from such sources in excess of The Meadows Company reserved capacity shall be shared equally by The Meadows Company and The Platte Valley Company.

11. In the use and enjoyment of said lake as a storage and equalizing basin, The Platte Valley Company may inadvertently or by agreement with The Meadows Company release and use water stored by The Meadows Company but said Platte Valley Company covenants and agrees never to release or use any of The Meadows Company stored water if there is less than 100 acre feet of such water in storage nor to release or use any of said Meadows Company stored water in such a manner as to leave less than 100 acre feet of such water in storage. Any of The Meadows Company stored water so released or used by The Platte Valley Company shall be replaced in storage in said lake within seven days after the same is released and used by The Platte Valley Company.

12. If the reservoir dam breaks, or if any damage is caused in any manner resulting from the impounding of water in said lake, at any time prior to October 12, 1964, the parties hereto agree that the cost of repairs to said reservoir shall be paid by the Platte Valley Company. On the other hand, if the reservoir dam breaks or if any damage is caused in any manner resulting from the impounding of water in said reservoir after October 11, 1964, the parties hereto agree that the cost of repairs shall be paid two-thirds (2/3) by the Platte Valley Company and one-third (1/3) by The Meadows Company. All damages to third persons regardless of when incurred shall be the obligation of and shall be paid by the parties in proportion to the amount of water each had impounded in said reservoir immediately prior to such break or at the time of such damage.

13. From time to time the parties hereto will have the opportunity to lease the hunting and fishing privileges in said lake. The right to lease said privileges and the money derived from such leasing shall be reserved to The Meadows Company, but such privileges shall not in any manner interfere with the use of the lake by both parties. Any damage resulting from such leasing shall be paid by the Meadows Company.

14. The parties hereto agree to consult annually on the first Wednesday of each December concerning operation, maintenance, repair and replacement work on the enlarged Sand Hill Lake. The parties also agree to consult from time to time upon the call of any party on such other matters as may seem proper and at such other times as may be necessary or convenient.

15. The Meadows Company reserves all of its water rights, decrees and appropriations and the right to operate and maintain its outlet. The Platte Valley Company shall operate and control its outlet but both parties shall exercise joint control over the operation of the reservoir and neither shall deprive the other of the use of the water to which each is entitled.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereinto affixed by their respective officers

duly authorized and their respective seals hereunto affixed attested by their respective secretaries as of the day and year first above written.

THE LUPTON MEADOWS DITCH COMPANY

By Ray Larcher
President

ATTEST:

Beatrice Stirling
Secretary

THE PLATTE VALLEY IRRIGATION COMPANY

By Raymond C. Christ

ATTEST:

John M. Kuy
Secretary

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
For
WATER ALLOTMENT CONTRACT
 (Corporate Form)

Applicant, **Platte Valley Irrigation District a Mutual Ditch Company**, organized in the State of Colorado and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **3,088** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth ($1/310,000$) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Directors of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1. If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

P.O. Box 1318 Greeley, CO 80632

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Directors of Northern Water.

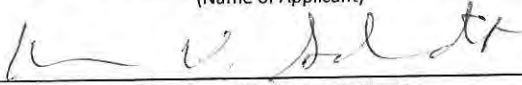
5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure

to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Directors of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Directors of Northern Water; and by the repayment contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of Directors of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

PLATTE VALLEY IRRIGATION COMPANY

(Name of Applicant)

By: 
(Signature of Authorized Officer)

Kevin W. Schmidt, President
(Title)

ATTEST:




Donna L. Coble, Secretary
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for **3,088** acre-feet of water is hereby made to **Platte Valley Irrigation Company** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: 
President

I hereby certify that the above Order was entered by the Director of Northern Colorado Water Conservancy District on the 8th day of August, A. D. 2014.

ATTEST: 
ACTING Secretary

Appendix F

Water Delivery Information

Structure Name: COAL RIDGE WASTE RES

WDID : 0203890

Source: LITTLE DRY CREEK @ Mile 206.8

Location: Q10 Q40 Q160 Section Township Range PM
SE SW SW 24 2 N 67 W S

CIU: A

Distance from section lines: From N/S line:

From E/W line:

UTM Coordinates (NAD 83): Northing (UTM y) 4440778.3 Easting (UTM x): 513183.1 Spotted from PLSS quarters

Latitude/Longitude (decimal degrees): 40.1172 -104.8453

Measuring Device/Recorder: 2'PARSHALL

NOTE - DWR is not required to track ownership. This data is provided for assistance only and may not reflect actual ownership.

Name: COAL RIDGE DITCH CO

Association Type: OTHER

Address(s):

Type	Address	City	State	ZIP	Country	Primary
Other	C/O ALFRED SATER7544 WELD COUNTY RD 24	LONGMONT	CO	80651	UNITED STATES	<input checked="" type="checkbox"/>

Contact Number(s):

Type	Country Code	Phone Number	Extension	Primary
HOME	US	(303) 785-2490		<input checked="" type="checkbox"/>

Comments: PRESIDENT

Water Rights Summary

Total Decreed Rate(s):	Abs.:	Cond.:	AP/EX abs:	AP/EX cond:
Total Decreed Volume(s):	Abs.:	398.0400	Cond.:	0.0000
			AP/EX abs:	0.0000
			AP/EX cond:	0.0000

Water Rights -- Transactions

Seq. #	Case Number	Adjudication Date	Appropriation Date	Admin. Number	O #	Priority Number	Max Rate (CFS)	Total Vol (AF)	Adj. Type	Uses	Comments
6	05CW0290	1/9/1935	4/15/1910	22019.00000	0	0		109 S,TT	X2		BROOMFIELD CHNG USE 6/9/2009
5	05CW0290	1/9/1935	4/15/1910	22019.00000	0	0		109 S,TF	1		BROOMFIELD CHNG USE 6/9/2009
4	CA6672	1/9/1935	4/15/1910	22019.00000	0	0		199 S	1		676 DIST 6 BOOK
3	05CW0290	11/12/1924	7/30/1916	25050.24317	0	0		109 S,TT	X2		BROOMFIELD CHNG USE 6/9/2009
2	05CW0290	11/12/1924	7/30/1916	25050.24317	0	0		109 S,TF	1		BROOMFIELD CHNG USE 6/9/2009
1	CA54658	11/12/1924	7/30/1916	25050.24317	0	0		199.04 S	1		421 ALSO FM BOULDER AND IDAHO CREE

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
1973*	0203890 S:1 F: U:1 T: G: To:				40											
1975*	0203890 S:1 F: U:1 T: G: To:				20											
1976*	0203890 S:2 F: U:1 T: G: To:				50											
1977*	0203890 S:1 F: U:1 T: G: To:				81											
1979	0203890 S:1 F: U:0 T: G: To:	05/18	05/23	6	0	0	0	0	0	0	162	0	0	0	0	0
1984	0203890 S:2 F: U:1 T: G: To:	05/21	09/12	80	0	0	0	0	0	0	16.3	27.8	81.3	134	117	0
1985	0203890 S:4 F: U:1 T: G: To:	08/22	09/05	9	0	0	0	0	0	0	0	0	0	13.9	3.97	0
1986	0203890 S:4 F:0204620 U:1 T: G: T	07/01	08/22	53	0	0	0	0	0	0	0	0	104	63.9	0	0
1987	0203890 S:2 F:0204620 U:1 T: G: T	07/19	08/06	19	0	0	0	0	0	0	0	0	228	95.2	0	0
1988	0203890 S:2 F:0204620 U:1 T: G: T	07/21	08/15	26	0	0	0	0	0	0	0	0	121	101	0	0
1989	0203890 S:2 F:0204620 U:1 T: G: T	04/26	10/04	126	0	0	0	0	0	54.7	64.9	138	220	185	180	23.0
1989	0203890 S:4 F:0203334 U:Q T:6 G:	07/13	07/22	10	0	0	0	0	0	0	0	0	460	0	0	0
1990	0203890 S:2 F:0204620 U:1 T: G: T	05/23	09/11	34	0	0	0	0	0	0	21.7	20.2	80.3	13.3	59.3	0
1991	0203890 S:2 F:0204620 U:1 T: G: T	05/16	09/08	39	0	0	0	0	0	0	48.0	18.0	156	1.31	45.3	0
1992	0203890 S:2 F:0204620 U:1 T: G: T	08/04	08/15	12	0	0	0	0	0	0	0	0	0	45.6	0	0
1993	0203890 S:4 F:0203334 U:Q T:6 G:	06/16	07/15	26	0	0	0	0	0	0	0	199	293	0	0	0
1993	0203890 S:4 F:0204620 U:1 T:8 G:	05/14	07/02	50	0	0	0	0	0	0	78.0	147	6.27	0	0	0
1994	0203890 S:2 F: U:1 T:8 G: To:	06/17	08/28	49	0	0	0	0	0	0	0	24.4	89.9	95.0	0	0
1995	0203890 S:2 F: U:1 T:8 G: To:	05/01	08/14	18	0	0	0	0	0	0	50.2	0	33.6	111	0	0
1995	0203890 S:6 F:0600538 U:0 T: G: T	04/27	07/03	35	0	0	0	0	0	47.6	610	99.2	29.8	0	0	0
1996	0203890 S:2 F: U:1 T:8 G: To:	07/02	10/17	97	0	0	0	0	0	0	0	0	316	3418	329	95.6
1996	0203890 S:2 F: U:Q T:7 G: To:	07/13	07/17	5	0	0	0	0	0	0	0	0	130	0	0	0
1996	0203890 S:2 F:0204620 U:Q T:6 G:	08/05	08/15	10	0	0	0	0	0	0	0	0	0	198	0	0
1996	0203890 S:4 F:0204620 U:0 T: G: T	05/08	09/07	51	0	0	0	0	0	0	327	0	130	3337	208	0
1996	0203890 S:5 F: U:0 T: G: To:	05/24	10/02	118	0	0	0	0	0	0	303	783	518	345	261	4.56

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
1996	0203890 S:7 F: U:0 T: G: To:	05/08	05/24	10	0	0	0	0	0	0	199	0	0	0	0	0
1997	0203890 S:2 F: U:1 T:8 G: To:	04/20	08/02	51	0	0	0	0	0	42.8	32.2	0	1797	72.2	0	0
1997	0203890 S:2 F: U:Q T:6 G: To:	07/08	07/17	5	0	0	0	0	0	0	0	0	99.8	0	0	0
1997	0203890 S:2 F: U:Q T:7 G: To:	06/15	10/06	36	0	0	0	0	0	0	0	152	0	418	287	62.7
1997	0203890 S:4 F: U:0 T: G: To:	07/06	07/30	25	0	0	0	0	0	0	0	0	1593	0	0	0
1997	0203890 S:5 F: U:0 T: G: To:	05/28	10/30	120	0	0	0	0	0	0	77.5	403	475	550	311	41.9
1997	0203890 S:7 F: U:0 T: G: To:	05/15	05/27	13	0	0	0	0	0	0	199	0	0	0	0	0
1998	0203890 S:2 F: U:1 T:8 G: To:	04/25	08/13	68	0	0	0	0	0	29.0	33.0	570	1588	360	0	0
1998	0203890 S:2 F: U:Q T:6 G: To:	06/20	08/13	5	0	0	0	0	0	0	0	42.1	21.8	37.9	0	0
1998	0203890 S:2 F: U:Q T:7 G: To:	06/01	07/15	20	0	0	0	0	0	0	0	771	289	0	0	0
1998	0203890 S:4 F:0200552 U:0 T: G: T	06/23	08/03	41	0	0	0	0	0	0	0	479	1552	111	0	0
1998	0203890 S:5 F: U:0 T: G: To:	05/26	10/21	131	0	0	0	0	0	0	130	555	467	297	113	82.2
1998	0203890 S:7 F:0200552 U:0 T: G: T	05/19	05/26	8	0	0	0	0	0	0	199	0	0	0	0	0
1999	0203890 S:2 F: U:1 T: G: To:	04/01	09/27	33	0	0	0	0	0	44.1	0	0	192	0	45.2	0
1999	0203890 S:2 F: U:Q T:7 G: To:	05/29	10/06	54	0	0	0	0	0	0	65.6	256	273	500	381	48.3
1999	0203890 S:5 F: U:0 T: G: To:	05/23	10/05	135	0	0	0	0	0	0	161	537	480	621	521	25.8
1999	0203890 S:7 F:0600538 U:0 T: G: T	05/13	05/23	11	0	0	0	0	0	0	198	0	0	0	0	0
2000	0203890 S:2 F: U:1 T:8 G: To:	04/09	09/16	136	0	0	0	0	0	103	293	89.7	2009	3277	545	0
2000	0203890 S:2 F: U:Q T:6 G: To:	07/05	07/08	4	0	0	0	0	0	0	0	0	100	0	0	0
2000	0203890 S:2 F: U:Q T:7 G: To:	10/04	10/31	28	0	0	0	0	0	0	0	0	0	0	0	659
2000	0203890 S:4 F:0204620 U:0 T: G: T	07/09	09/07	58	0	0	0	0	0	0	0	0	1676	3753	27.3	0
2000	0203890 S:5 F: U:0 T: G: To:	05/02	10/31	128	0	0	0	0	0	0	632	297	101	0	183	495
2000	0203890 S:7 F: U:0 T: G: To:	04/28	05/02	5	0	0	0	0	0	97.0	102	0	0	0	0	0
2000	0203890 S:7 F: U:1 T:8 G: To:	05/02	05/08	7	0	0	0	0	0	0	268	0	0	0	0	0
2001	0203890 S:2 F: U:1 T:8 G: To:	05/17	09/29	123	0	0	0	0	0	0	75.1	254	1088	2036	736	0
2001	0203890 S:2 F: U:Q T:7 G: To:	05/15	10/28	28	0	0	0	0	0	0	161	12.0	0	0	29.2	259
2001	0203890 S:4 F:0204620 U:0 T: G: T	07/04	09/18	60	0	0	0	0	0	0	0	0	436	2190	961	0
2001	0203890 S:5 F: U:0 T: G: To:	05/16	10/28	113	0	0	0	0	0	0	258	321	345	41.3	65.6	181
2001	0203890 S:7 F: U:0 T: G: To:	05/01	05/15	15	0	0	0	0	0	0	785	0	0	0	0	0
2002	0203890 S:2 F: U:1 T:8 G: To:	04/14	08/28	99	0	0	0	0	0	95.2	265	17.0	1112	1081	0	0
2002	0203890 S:4 F:0204620 U:0 T: G: T	05/09	08/27	63	0	0	0	0	0	0	407	0	1013	939	0	0
2002	0203890 S:5 F: U:0 T: G: To:	04/17	10/29	64	0	0	0	0	0	37.6	6.55	91.5	0	0	8.01	105
2003	0203890 S:2 F: U:1 T:8 G: To:	07/21	08/31	42	0	0	0	0	0	0	0	0	46.0	1881	0	0
2003	0203890 S:2 F:0203331 U:Q T:6 G:	07/26	08/30	36	0	0	0	0	0	0	0	0	67.4	160	0	0
2003	0203890 S:4 F:0204620 U:0 T: G: T	08/06	09/03	29	0	0	0	0	0	0	0	0	0	1778	107	0
2003	0203890 S:7 F:0200552 U:0 T: G: T	04/24	05/04	11	0	0	0	0	0	112	87.0	0	0	0	0	0
2004	0203890 S:2 F: U:1 T:8 G: To:	09/08	10/07	30	0	0	0	0	0	0	0	0	0	0	460	143
2004	0203890 S:2 F: U:Q T:7 G: To:	07/15	10/25	43	0	0	0	0	0	0	0	0	177	197	198	224
2004	0203890 S:2 F:0203334 U:Q T:6 G:	01/28	10/31	35	0	0	205	228	0	0	0	0	0	0	0	607
2004	0203890 S:4 F:0204620 U:0 T: G: T	07/21	10/31	59	0	0	0	0	0	0	0	0	167	0	409	921
2004	0203890 S:5 F: U:0 T: G: To:	05/15	10/31	163	0	0	0	0	0	0	31.8	57.3	59.9	63.2	59.2	33.6
2004	0203890 S:7 F: U:0 T: G: To:	04/17	05/14	27	0	0	0	0	0	75.4	149	0	0	0	0	0
2005	0203890 S:2 F: U:1 T:8 G: To:	07/11	10/15	97	0	0	0	0	0	0	0	0	1322	894	840	154
2005	0203890 S:2 F: U:Q T:7 G: To:	05/12	06/19	38	0	0	0	0	0	0	146	410	0	0	0	0
2005	0203890 S:2 F:0203334 U:Q T:6 G:	12/04	12/19	16	0	198	0	0	0	0	0	0	0	0	0	0
2005	0203890 S:4 F:0204620 U:0 T: G: T	07/18	09/25	51	0	0	0	0	0	0	0	0	1327	852	1034	0
2005	0203890 S:5 F: U:0 T: G: To:	04/25	05/11	17	0	0	0	0	0	112	264	0	0	0	0	0
2005	0203890 S:7 F: U:0 T: G: To:	04/18	04/25	8	0	0	0	0	0	201	0	0	0	0	0	0
2006	0203890 S:2 F: U:1 T:8 G: To:	07/01	08/03	17	0	0	0	0	0	0	0	0	45.7	4.34	0	0
2006	0203890 S:2 F: U:Q T:7 G: To:	05/13	07/06	55	0	0	0	0	0	0	192	120	7.74	0	0	0
2006	0203890 S:4 F:0204620 U:0 T: G: T	07/06	09/09	62	0	0	0	0	0	0	0	0	1129	2396	958	0
2006	0203890 S:6 F:0600538 U:1 T:8 G:	06/01	07/27	38	0	0	0	0	0	0	0	44.2	66.2	0	0	0
2006	0203890 S:7 F: U:0 T: G: To:	10/19	10/24	6	0	0	0	0	0	0	0	0	0	0	0	236
2007	0203890 S:2 F: U:1 T:8 G: To:	06/23	09/03	59	0	0	0	0	0	0	0	30.6	77.7	52.2	0.48	0
2007	0203890 S:2 F: U:Q T:7 G: To:	05/26	10/31	88	0	0	0	0	0	0	32.2	137	2.81	1.19	197	587
2007	0203890 S:5 F: U:0 T: G: To:	06/12	10/27	119	0	0	0	0	0	0	0	212	217	138	192	229
2007	0203890 S:7 F:0600538 U:0 T: G: T	05/18	06/17	29	0	0	0	0	0	0	146	176	0	0	0	0
2008	0203890 S:2 F: U:1 T:8 G: To:	07/16	08/04	12	0	0	0	0	0	0	0	0	38.9	1.33	0	0
2008	0203890 S:2 F: U:Q T:7 G: To:	04/21	08/17	83	0	0	0	0	0	99.8	55.3	257	119	48.6	0	0

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
2008	0203890 S:4 F:0204620 U:0 T: G: T	06/06	08/15	31	0	0	0	0	0	0	0	7.32	197	533	0	0
2008	0203890 S:5 F: U:0 T: G: To:	04/19	10/21	152	0	0	0	0	0	141	290	133	75.1	226	208	118
2008	0203890 S:6 F: U:Q T:0 G: To:	07/01	10/31	123	0	0	0	0	0	0	0	0	141	247	86.0	69.6
2008	0203890 S:7 F: U:0 T: G: To:	04/17	08/17	14	0	0	0	0	0	19.5	0	105	0	42.0	0	0
2009	0203890 S:2 F: U:1 T:8 G: To:	05/21	09/14	96	0	0	0	0	0	0	59.5	136	88.7	514	286	0
2009	0203890 S:4 F:0204620 U:0 T: G: T	08/15	09/29	27	0	0	0	0	0	0	0	0	0	285	503	0
2009	0203890 S:5 F: U:0 T: G: To:	04/18	10/21	142	0	0	0	0	0	43.9	391	447	315	48.8	27.0	155
2009	0203890 S:6 F:0600538 U:1 T:8 G:	05/21	09/05	69	0	0	0	0	0	0	59.5	136	77.9	19.8	12.8	0
2009	0203890 S:7 F:0600538 U:0 T: G: T	04/24	04/29	6	0	0	0	0	0	148	0	0	0	0	0	0
2009	0203890 S:9 F: U:Q T:0 G: To:	11/01	10/31	203	26.0	4.14	0	0	0	0	409	311	116	449	267	78.1
2010	0203890 S:1 F: U:1 T:8 G: To:	06/01	06/30	30	0	0	0	0	0	0	0	198	0	0	0	0
2010	0203890 S:2 F: U:1 T:8 G: To:	11/01	09/05	207	52.6	62.1	82.2	37.9	30.8	8.52	2.36	0	191	8.33	3.13	0
2010	0203890 S:2 F: U:Q T:0 G: To:	11/01	10/31	365	52.6	62.1	82.2	37.9	38.2	11.5	85.7	198	510	574	1485	102
2010	0203890 S:2 F: U:Q T:7 G: To:	07/01	10/31	59	0	0	0	0	0	0	0	0	93.8	138	104	102
2010	0203890 S:4 F:0204620 U:0 T: G: T	07/20	09/16	34	0	0	0	0	0	0	0	0	338	669	1345	0
2010	0203890 S:5 F: U:0 T: G: To:	04/21	10/31	188	0	0	0	0	0	234	336	350	589	844	1644	171
2010	0203890 S:7 F:0600538 U:0 T: G: T	06/01	08/10	24	0	0	0	0	0	0	0	325	0	6.23	0	0
2011	0203890 S:2 F: U:Q T:0 G: To:	11/01	10/31	245	58.1	26.5	0	4.21	0	0	461	149	444	626	401	932
2012	0203890 S:1 F:0600538 U:0 T: G: T	04/14	10/29	65	0	0	0	0	0	41.4	0	0	352	81.1	4.94	87.7
2012	0203890 S:2 F: U:Q T:0 G: To:	11/01	10/31	275	86.2	67.0	67.9	24.6	6.78	0	0	1395	2649	2824	656	12.0
2012	0203890 S:2 F: U:Q T:7 G: To:	06/21	10/31	116	0	0	0	0	0	0	0	1037	2649	2824	656	12.0
2012	0203890 S:2 F: U:Q T:L G: To:	11/01	03/22	143	86.2	67.0	67.9	24.6	6.78	0	0	0	0	0	0	0
2012	0203890 S:2 F:0604515 U:0 T: G: T	06/20	09/15	86	0	0	0	0	0	0	0	1162	2709	3279	419	0
2012	0203890 S:X F: U:Q T:0 G: To:	04/14	10/29	197	0	0	0	0	0	144	243	1264	3061	3360	458	92.7
2013	0203890 S:1 F:0600538 U:0 T: G: T	05/01	10/09	150	0	0	0	0	0	0	359	247	213	107	415	0.95
2013	0203890 S:2 F: U:Q T:7 G: To:	11/01	10/31	318	21.9	8.44	80.9	38.8	19.1	2.18	9.07	12.7	249	349	800	45.3
2013	0203890 S:2 F: U:Q T:L G: To:	07/04	10/31	53	0	0	0	0	0	0	0	0	76.2	0	595	45.3
2013	0203890 S:2 F:0504515 U:0 T: G: T	07/16	09/08	39	0	0	0	0	0	0	0	0	225	568	140	0
2013	0203890 S:X F: U:Q T:0 G: To:	05/01	10/09	162	0	0	0	0	0	0	359	247	439	675	555	0.95
<i>Minimum</i>			1	0	0	0	0	0	0	0	0	0	0	0	0	17.9
<i>Maximum</i>			128.01	86.2	198	205	228	38.2	234	785	1395	3061	3753	1644	932	8625
<i>Average</i>			35.276	3.52	4.55	5.38	3.63	0.93	17.9	95.5	143	370	479	192	66.5	1340

Infrequent Diversion Summary for Individual Water Classes

IYR	Water Class	Data Type Code	Month	DWC	Amount
1973	0203890 S:1 F: U:1 T: G: To:	Annual (Total)	0	40	160 AF
1975	0203890 S:1 F: U:1 T: G: To:	Annual (Total)	0	20	75 AF
1976	0203890 S:2 F: U:1 T: G: To:	Annual (Total)	0	50	230 AF
1977	0203890 S:1 F: U:1 T: G: To:	Annual (Total)	0	81	243 AF

Diversion Comments

IYR	Comment Type	Not Used Code	Comments
1973	Diversion		
1974	Diversion		12 DAYS
1975	Diversion		
1976	Diversion	Water taken, but no data available	
1978	Diversion		
1979	Diversion		
1980	Diversion		
1981	Diversion		
1982	Diversion		
1983	Diversion		
1984	Diversion		
1985	Diversion		
1987	Diversion		
1988	Diversion		
1989	Diversion		
1990	Diversion		

Diversion Comments

IYR	Comment Type	Not Used Code	Comments
1991	Diversion		
1992	Diversion		
1993	Diversion		
1994	Diversion		
1995	Diversion		

Reservoir Release Comments

IYR	Comment Type	Not Released Code	Comments
1974	Release		
1975	Release		
1976	Release		
1978	Release		
1979	Release		
1980	Release		
1981	Release		
1982	Release		
1983	Release		
1984	Release		
1993	Release		
1994	Release		
1995	Release		WATER STORED UNDER FREE RIVER RELEASED TO J&S DITCH AND EVANS #2 DITCH
2000	Release		

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
5/1/1950		10			
11/1/1950		5			
5/1/1951		20			
11/1/1951		15			
5/1/1952		40			
11/1/1952		15			
5/1/1953		30			
11/1/1953		60			
5/1/1957		12			
5/1/1959		60			
11/1/1959		60			
5/1/1960		60			
11/1/1960		60			
5/1/1961		60			
11/1/1961		60			
5/1/1962		60			
11/1/1962		60			
5/1/1963		60			
10/31/1963		60			
11/1/1969	23	696			
12/1/1969	21.8	598			
1/1/1970	20.6	500			
2/1/1970	20.6	500			
3/1/1970	20	486			
4/1/1970	20	486			
5/1/1970	20	486			
6/1/1970	23.6	700			
7/1/1970	23.6	700			
8/1/1970	20	486			
9/1/1970	22	618			
10/1/1970	22.4	648			
12/1/1970	21.1	557			
1/1/1971	20.5	516			
2/1/1971	19.9	480			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
3/1/1971	19.2	445			
4/1/1971	18.6	411			
5/1/1971	21	548			
6/1/1971	23	696			
7/1/1971	22	618			
8/1/1971	23	696			
9/1/1971	23	696			
10/1/1971	23	696			
12/1/1971	22	617			
1/1/1972	21	547			
2/1/1972	19.5	458			
3/1/1972	19.2	445			
4/1/1972	18.9	428			
5/1/1972	18.7	416			
6/1/1972	21.5	582			
7/1/1972	21.2	564			
8/1/1972	23	696			
9/1/1972	21.4	575			
10/1/1972	22.9	688			
11/1/1972	21.2	564			
12/1/1972	16	299			
1/1/1973	16	299			
2/1/1973	16	299			
3/1/1973	16	299			
4/1/1973	16	299			
5/1/1973	18.6	410			
6/1/1973	18.5	407			
7/1/1973	19.9	483			
8/1/1973	19.6	465			
9/1/1973	19.4	453			
10/1/1973	22.2	635			
11/1/1973	21.2	565			
12/1/1973	20	486			
1/1/1974	20	486			
3/1/1974	19.7	469			
3/31/1974	19.6	466			
4/30/1974	18.9	428			
5/31/1974	20.5	522			
6/30/1974	21.7	598			
7/31/1974	20.6	522			
8/31/1974	21.2	561			
9/30/1974	21	547			
10/31/1974	21.3	568			
11/30/1974	20	468			
12/31/1974	20	468			
1/31/1975	20	468			
2/28/1975	19.7	450			
3/31/1975	19.5	440			
4/30/1975	18.4	402			
5/31/1975	20.9	541			
6/30/1975	21.8	603			
7/31/1975	20	480			
8/31/1975	21.6	580			
9/30/1975	21.7	590			
10/31/1975	20.7	528			
11/30/1975	17.2	347			
12/31/1975	17	339			
1/31/1976	16.5	319			
3/31/1976	15.5	282			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
4/30/1976	18.6	411			
5/31/1976	21.5	582			
6/30/1976	14.8	250			
7/31/1976	22.7	676			
8/31/1976	21.7	599			
9/30/1976	24.6	832			
10/31/1976	21.9	610			
11/30/1976		366			
12/31/1976		392			
1/31/1977		331			
2/28/1977		329			
3/31/1977		289			
4/30/1977		426			
5/31/1977		696			
6/30/1977		220			
7/31/1977		618			
8/31/1977		291			
9/30/1977		436			
10/31/1977		453			
11/30/1977	16.2	307			
12/31/1977	15.5	280			
1/31/1978	15.1	266			
2/28/1978	14.8	256			
3/31/1978	14.3	241			
4/30/1978	16	331			
5/31/1978	20.6	525			
6/30/1978	17.7	371			
7/31/1978	17.5	360			
8/31/1978	12.4	184			
9/30/1978	14.1	233			
10/31/1978	17.7	369			
11/30/1978	14.2	240			
12/31/1978	13.9	227			
1/31/1979	13.6	217			
2/28/1979	13.3	208			
3/31/1979	13.2	205			
4/30/1979	9.7	118			
5/31/1979	20.2	497			
6/30/1979	24.6	868			
7/31/1979	20.2	503			
8/31/1979	22.2	632			
9/30/1979	21.7	596			
10/31/1979	19.8	474			
11/30/1979	1.625	458			
12/31/1979	1.6	444			
1/31/1980	1.575	426			
2/29/1980	1.55	413			
3/31/1980	1.55	409			
4/30/1980	1.5	383			
5/31/1980	1.475	371			
6/30/1980	1.875	656			
7/31/1980	1.8917	672			
8/31/1980	1.6	442			
9/30/1980	1.65	469			
10/31/1980	1.575	426			
11/16/1980	18.5	406			
12/16/1980	18.1	388			
1/16/1981	18.8	418			
2/16/1981	17.4	355			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
3/16/1981	17.2	347			
4/16/1981	16.5	319			
5/16/1981	19	431			
6/16/1981	20	485			
7/16/1981	21.3	568			
8/16/1981	16.7	327			
9/16/1981	15.8	291			
10/16/1981	12.5	187			
11/16/1981	14.4	241			
12/16/1981	13.9	227			
1/16/1982	13.8	221			
2/16/1982	13.5	213			
3/16/1982	12.5	187			
4/16/1982	11.8	168			
5/16/1982	22.6	664			
6/16/1982	23	696			
7/16/1982	23.7	744			
8/16/1982	21.2	561			
9/16/1982	24	776			
10/16/1982	21.2	561			
11/16/1982	20.5	516			
12/16/1982	21.1	554			
1/16/1983	19.7	466			
2/16/1983	19.4	453			
3/16/1983	19.5	439			
4/16/1983	18.9	426			
5/16/1983	18.7	416			
6/16/1983	21.8	603			
7/16/1983	23	696			
8/16/1983	20.7	528			
9/16/1983	23.2	705			
10/16/1983	22.6	664			
11/30/1983	22.1	624			
12/31/1983	21.6	589			
1/31/1984	21.1	554			
2/29/1984	20.7	525			
3/31/1984	20.4	510			
4/30/1984	20.2	497			
5/31/1984	20.9	541			
6/30/1984	19.7	469			
7/31/1984	23.7	740			
8/31/1984	21.3	568			
9/30/1984	19.7	469			
10/31/1984	19.3	447			
11/30/1984	18.8	418			
12/31/1984	18.3	397			
1/31/1985	18	383			
2/28/1985	17.8	373			
3/31/1985	17.4	3555			
4/30/1985	18.3	394			
5/31/1985	21.8	599			
6/30/1985	21	547			
7/31/1985	21	547			
8/31/1985	16	299			
9/30/1985	13.7	220			
10/31/1985	20.3	503			
11/30/1985	19.6	463			
12/31/1985	19.25	445			
1/31/1986	19	431			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
2/28/1986	18.6	411			
3/31/1986	17.8	373			
4/30/1986	18	383			
5/31/1986	23	696			
6/30/1986	23	696			
7/31/1986	20.6	522			
8/31/1986	21.8	603			
9/30/1986	21	547			
10/31/1986	21	547			
11/30/1986	21	547			
12/31/1986	20.6	522			
1/31/1987	20.2	497			
2/28/1987	20.1	480			
3/31/1987	19.4	453			
4/30/1987	18.8	418			
5/31/1987	21.3	568			
6/30/1987	21	547			
7/31/1987	19.2	442			
8/31/1987	23.2	696			
9/30/1987	22.8	680			
10/31/1987	18.2	392			
11/30/1987	18	383			
12/31/1987	17.3	351			
1/31/1988	17.2	347			
2/29/1988	16.9	335			
3/31/1988	16.5	319			
4/30/1988		291			
5/31/1988	23	696			
7/31/1988	15.8	291			
8/31/1988	23.3	696			
9/30/1988	22.3	640			
10/31/1988	21.25	564			
11/30/1988	20.75	531			
12/31/1988	20.2	497			
1/31/1989	19.8	474			
2/28/1989	19.5	458			
3/31/1989	19.25	445			
4/30/1989	22.7	672			
5/31/1989	24.2	720			
6/30/1989	23	696			
7/31/1989	24	696			
8/31/1989	20	485			
9/30/1989	23	696			
10/31/1989	21.2	561			
11/30/1989	20.2	497			
12/31/1989	19.75	471			
1/31/1990	19	431			
2/28/1990	19.25	445			
3/31/1990	19.2	442			
4/30/1990		411			
5/31/1990	19	431			
6/30/1990	23	696			
7/31/1990	22.4	648			
8/31/1990	21.5	582			
9/30/1990	23	696			
10/31/1990	22.8	680			
11/30/1990	22	617			
12/31/1990	21.4	575			
1/31/1991	21.1	554			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
2/28/1991	20.8	421			
3/31/1991	20.3	503			
4/30/1991	19.5	458			
5/31/1991	19.5	458			
6/30/1991	17.5	360			
7/31/1991	22.6	664			
8/31/1991	23.9	696			
9/30/1991	23.85	696			
10/31/1991	22.6	664			
11/30/1991	21.7	596			
12/31/1991	21.8	603			
1/31/1992	21.4	575			
2/28/1992	20.6	522			
3/31/1992	21	547			
4/30/1992	22	617			
5/31/1992	23.8	696			
6/30/1992	21.2	561			
7/31/1992	12	174			
8/31/1992	23.9	696			
10/31/1992	23.7	696			
1/31/1993	21.7	596			
2/28/1993	21.3	504			
4/30/1993	21.6	522			
7/31/1993	18.5	406			
8/31/1993	13.4	211			
9/30/1993	24	696			
10/31/1993	23.3	696			
4/30/1994	20.1	491			
6/30/1994	18.4	402			
8/31/1994	0	0			
11/1/1994	0	0			
4/1/1995	0	0			
5/1/1995	14.8	179			
6/1/1995	23	696			
7/1/1995	23	696			
8/1/1995	23	696			
9/1/1995	22.5	656			
10/1/1995	22.5	656			
10/31/1995	0	0			
5/31/1996	23	696	696		
6/30/1996	23	696	784	784	
7/31/1996	22.3	644	518	317	
8/31/1996	23.8	785	3682	3418	
9/30/1996	24.2	813	470	330	
10/31/1996	22	617	4.6	95.6	
11/30/1996	21	547			
12/31/1996	20.1	491			
1/31/1997	20	485			
2/28/1997	19.4	453			
3/31/1997	18.8	421			
4/30/1997	17.2	347			
5/31/1997	21.9	610			
6/30/1997	23.1	704			
7/31/1997	23.8	760			
8/31/1997	24.1	784			
9/30/1997	23.9	768			
10/31/1997	23.6	744			
11/30/1997	23	712			
12/31/1997	23	672			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
1/31/1998	22	632			
2/28/1998	22	603			
3/31/1998	21	561			
4/30/1998	20	497			
5/31/1998	24	776			
6/30/1998	24	776			
7/31/1998	25	816			
8/31/1998	23	680			
9/30/1998	24	736			
10/31/1998	23	728			
11/30/1998	23	680			
12/31/1998	22	640			
1/31/1999	22	587			
2/28/1999	22	582			
3/31/1999	21	522			
4/30/1999	21	497			
5/31/1999	24	752			
6/30/1999	24	776			
7/31/1999	24	776			
8/31/1999	24	776			
9/30/1999	24	760			
10/31/1999	22	624			
11/30/1999	22	582			
12/31/1999	21	541			
1/31/2000	21	513			
2/29/2000	20	480			
3/31/2000	20	458			
4/30/2000	19	436			
5/31/2000	22	582			
6/30/2000	22	640			
7/31/2000	15	263			
8/31/2000	25	816			
9/30/2000	19	406			
10/31/2000	0	0			
11/30/2000		0	144	144	
1/31/2001		0			
2/28/2001		0			
3/31/2001		0			
4/30/2001		0			
5/31/2001	24	776	1044	75	
6/30/2001	23	708	321	254	
7/31/2001	16	311	782	1088	
8/31/2001	20	490	2231	2036	
9/30/2001	23	716	1026	766	
10/31/2001	17	322	182	260	
11/30/2001		386			
12/31/2001		361			
1/31/2002		336			
2/28/2002		311			
3/31/2002		286			
4/30/2002		192			
5/31/2002		290			
6/30/2002		304			
7/31/2002		159			
8/31/2002		13			
9/30/2002		39			
10/31/2002		124			
11/30/2003	21	548			
12/31/2003	19.5	460			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
1/31/2004	14	230			
2/29/2004	0	0			
3/31/2004	0	0			
4/30/2004	7	69			
5/31/2004	16.6	325			
6/30/2004	19.4	453			
7/31/2004	22.3	641			
8/31/2004	20.4	513			
9/30/2004	19.8	474			
10/31/2004	21.6	589			
11/30/2004		452			
12/31/2004		178			
1/31/2005		162			
2/28/2005		134			
3/31/2005		99			
4/30/2005		393			
5/31/2005		624			
6/30/2005		629			
7/31/2005		675			
8/31/2005		570			
9/30/2005		675			
10/31/2005		666			
2/28/2006	18.5	406			
3/31/2006	19.5	458			
4/30/2006	22.7	672			
5/31/2006	20.6	522			
6/30/2006	21.3	568			
7/31/2006	21.9	610			
8/31/2006	23.7	752			
9/30/2006	24	776			
10/31/2006	23	696			
11/30/2006	21.8	603			
1/31/2007	20.9	541			
2/28/2007	20.3	503			
3/31/2007	19.9	480			
4/30/2007	19.2	442			
5/31/2007	24.4	808			
6/30/2007	24.8	840			
7/31/2007	23.6	744			
8/31/2007	23.5	736			
9/30/2007	21.5	582			
10/31/2007	9.9	121			
11/30/2007	0	0			
12/31/2007	0	0			0
1/31/2008	0	0			0
2/1/2008	0	0			0
3/31/2008	0	0			0
4/30/2008	0	0			0
5/31/2008	16.3	311	311		
6/30/2008	12.2	179		132	
7/31/2008	15.2	270	91		
8/31/2008	24.2	792	522		
9/30/2008	24.3	800	8		
10/31/2008	23.8	760		40	
11/30/2008	22.5	656		104	
12/31/2008	22	617		39	
1/31/2009	21	547		70	
2/28/2009	20.5	516		31	
3/31/2009	19.7	469		47	

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
4/30/2009	21.8	603	134		
5/31/2009	23.5	736	133		
6/30/2009	24.8	840	104		
7/31/2009	24	776		64	
8/31/2009	20.4	510		266	
9/30/2009	23	696	186		
10/31/2009	23.8	760	64		
11/1/2009	22.7	672			
12/1/2009	22.5	656			
1/1/2010	21.8	603			
2/1/2010	21.2	561			
3/1/2010	20.8	535			
4/1/2010	23.5	736			
5/1/2010	23.2	712			
6/1/2010	23.7	752			
7/1/2010	21.8	610			
8/1/2010	22.2	632			
9/1/2010	23.9	768			
10/1/2010	24.2	792			
11/30/2010	23.3	720			
12/31/2010	22.5	656			
1/31/2011	21.8	603			
2/28/2011	21.2	561			
3/31/2011	20.4	510			
4/30/2011	20.5	516			
5/31/2011	18.7	616.9			
6/30/2011	19.2	656			
7/31/2011	18.5	601.5			
8/31/2011	18.3	586.1			
9/30/2011	20	656			
10/31/2011	5.3	36.9			
11/30/2011	0	0			
12/31/2011	0	0			
1/31/2012	0	0			
2/29/2012	0	0			
3/31/2012	0	0			
4/30/2012	8.9	123.6			
5/31/2012	13.9	321.4			
6/30/2012	7.8	92.3			
7/31/2012	10.7	184.5			
8/31/2012	17.5	530.1			
9/30/2012	12.9	274.3			
10/31/2012	13.7	311.9			
11/1/2012	11.9	232			
11/2/2012	11.8	229			
11/3/2012	11.8	228			
11/4/2012	11.8	227			
11/5/2012	11.7	225			
11/6/2012	11.7	224			
11/7/2012	11.7	225			
11/8/2012	11.8	228			
11/9/2012	11.8	227			
11/10/2012	11.7	221			
11/11/2012	11.7	223			
11/12/2012	11.6	220			
11/13/2012	11.6	219			
11/14/2012	11.6	221			
11/15/2012	11.7	223			
11/16/2012	11.5	223			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
11/17/2012	11.5	215			
11/18/2012	11.5	215			
11/19/2012	11.5	215			
11/20/2012	11.4	211			
11/21/2012	11.4	212			
11/22/2012	11.4	213			
11/23/2012	11.5	216			
11/24/2012	11.5	213			
11/25/2012	11.4	212			
11/26/2012	11.3	209			
11/27/2012	11.3	206			
11/28/2012	11.2	204			
11/29/2012	11.1	199			
11/30/2012	11	196			
12/1/2012	10.9	191			
12/2/2012	10.8	188			
12/3/2012	10.9	190			
12/4/2012	10.9	191			
12/5/2012	10.9	192			
12/6/2012	11	196			
12/7/2012	11	195			
12/8/2012	10.9	193			
12/9/2012	10.8	189			
12/10/2012	10.7	186			
12/11/2012	10.6	181			
12/12/2012	10.5	177			
12/13/2012	10.5	177			
12/14/2012	10.5	176			
12/15/2012	10.4	174			
12/16/2012	10.5	177			
12/17/2012	10.5	177			
12/18/2012	10.5	178			
12/19/2012	10.5	177			
12/20/2012	10.4	174			
12/21/2012	10.4	175			
12/22/2012	10.4	175			
12/23/2012	10.5	176			
12/24/2012	10.5	177			
12/25/2012	10.5	177			
12/26/2012	10.6	179			
12/27/2012	10.6	181			
12/28/2012	10.5	178			
12/29/2012	10.5	177			
12/30/2012	10.4	174			
12/31/2012	10.3	171			
1/1/2013	10.3	170			
1/2/2013	10.3	170			
1/3/2013	10.3	170			
1/4/2013	10.3	170			
1/5/2013	10.2	167			
1/6/2013	10.2	167			
1/7/2013	10.2	166			
1/8/2013	10.2	165			
1/9/2013	10.1	164			
1/10/2013	10.2	165			
1/11/2013	10	159			
1/12/2013	9.95	157			
1/13/2013	10	159			
1/14/2013	10	159			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
1/15/2013	9.96	158			
1/16/2013	9.92	157			
1/17/2013	9.94	157			
1/18/2013	9.92	156			
1/19/2013	9.91	156			
1/20/2013	9.88	155			
1/21/2013	9.84	154			
1/22/2013	9.78	153			
1/23/2013	9.94	160			
1/24/2013	10	161			
1/25/2013	10	160			
1/26/2013	9.85	154			
1/27/2013	9.71	150			
1/28/2013	9.7	149			
1/29/2013	9.7	149			
1/30/2013	9.79	153			
1/31/2013	9.81	153			
2/1/2013	9.87	155			
2/2/2013	9.9	156			
2/3/2013	9.8	153			
2/4/2013	9.7	149			
2/5/2013	9.63	147			
2/6/2013	9.67	149			
2/7/2013	9.67	149			
2/8/2013	9.67	149			
2/9/2013	9.67	149			
2/10/2013	9.67	149			
2/11/2013	9.67	149			
2/12/2013	9.67	149			
2/13/2013	9.67	149			
2/14/2013	9.67	149			
2/15/2013	9.67	149			
2/16/2013	9.67	149			
2/17/2013	9.67	149			
2/18/2013	9.67	149			
2/19/2013	9.2	134			
2/20/2013	9.13	131			
2/21/2013	9.11	130			
2/22/2013	9.1	130			
2/23/2013	9.14	131			
2/24/2013	9.26	135			
2/25/2013	9.23	134			
2/26/2013	9.27	135			
2/27/2013	9.14	131			
2/28/2013	9.15	131			
3/1/2013	9.19	133			
3/2/2013	9.13	131			
3/3/2013	9.1	130			
3/4/2013	9.1	130			
3/5/2013	9.18	132			
3/6/2013	9.18	132			
3/7/2013	9.12	131			
3/8/2013	9.18	132			
3/9/2013	9.3	136			
3/10/2013	9.23	134			
3/11/2013	9.15	133			
3/12/2013	9.2	133			
3/13/2013	9.2	133			
3/14/2013	9.3	136			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
3/15/2013	9.41	140			
3/16/2013	9.49	143			
3/17/2013	9.36	138			
3/18/2013	9.23	134			
3/19/2013	9.22	134			
3/20/2013	9.29	136			
3/21/2013	9.37	139			
3/22/2013	9.39	139			
3/23/2013	9.39	140			
3/24/2013	9.35	138			
3/25/2013	9.32	137			
3/26/2013	9.29	136			
3/27/2013	9.23	134			
3/28/2013	9.25	135			
3/29/2013	9.31	137			
3/30/2013	9.3	136			
3/31/2013	9.37	138			
4/1/2013	9.3	136			
4/2/2013	9.27	135			
4/3/2013	9.27	135			
4/4/2013	9.2	133			
4/5/2013	9.19	133			
4/6/2013	9.2	133			
4/7/2013	9.13	131			
4/8/2013	9.15	131			
4/9/2013	9	126			
4/10/2013	8.85	122			
4/11/2013	8.8	121			
4/12/2013	8.75	119			
4/13/2013	8.7	118			
4/14/2013	8.61	115			
4/15/2013	8.56	114			
4/16/2013	8.51	112			
4/17/2013	8.5	112			
4/18/2013	8.5	112			
4/19/2013	8.5	112			
4/20/2013	8.48	111			
4/21/2013	8.48	112			
4/22/2013	8.44	110			
4/23/2013	8.41	109			
4/24/2013	8.41	109			
4/25/2013	8.41	109			
4/26/2013	9.84	157			
4/27/2013	10.9	192			
4/28/2013	10.9	192			
4/29/2013	10.9	193			
4/30/2013	11.1	198			
5/1/2013	11.1	200			
5/2/2013	11.2	205			
5/3/2013	11.5	215			
5/4/2013	11.8	227			
5/5/2013	12.4	251			
5/6/2013	12.9	273			
5/7/2013	13.2	290			
5/8/2013	13.5	301			
5/9/2013	13.7	310			
5/10/2013	14	325			
5/11/2013	14.2	339			
5/12/2013	14.5	350			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
5/13/2013	14.7	363			
5/14/2013	14.9	371			
5/15/2013	15	380			
5/16/2013	15.3	393			
5/17/2013	15.7	422			
5/18/2013	15.9	431			
5/19/2013	15.9	430			
5/20/2013	16.1	441			
5/21/2013	16.2	449			
5/22/2013	16.5	465			
5/23/2013	16.6	473			
5/24/2013	16.6	473			
5/25/2013	16.6	475			
5/26/2013	16.8	488			
5/27/2013	17	499			
5/28/2013	17.2	508			
5/29/2013	17.4	523			
5/30/2013	17.5	533			
5/31/2013	17.6	536			
6/1/2013	17.6	535			
6/2/2013	17.7	542			
6/3/2013	17.8	549			
6/4/2013	17.9	555			
6/5/2013	18	562			
6/6/2013	18	565			
6/7/2013	18	563			
6/8/2013	18	560			
6/9/2013	17.9	557			
6/10/2013	18	564			
6/11/2013	18.1	570			
6/12/2013	18.1	569			
6/13/2013	17.9	559			
6/14/2013	17.8	551			
6/15/2013	17.8	549			
6/16/2013	17.9	558			
6/17/2013	17.9	557			
6/18/2013	17.8	551			
6/19/2013	17.7	546			
6/20/2013	17.7	543			
6/21/2013	17.8	547			
6/22/2013	17.8	553			
6/23/2013	17.9	556			
6/24/2013	17.8	550			
6/25/2013	17.8	550			
6/26/2013	17.8	551			
6/27/2013	17.7	545			
6/28/2013	17.6	534			
6/29/2013	17.4	523			
6/30/2013	17.3	515			
7/1/2013	17.2	510			
7/2/2013	16	435			
7/3/2013	15	380			
7/4/2013	15	376			
7/5/2013	14	326			
7/6/2013	13.7	310			
7/7/2013	13.6	306			
7/8/2013	13.6	307			
7/9/2013	13.6	307			
7/10/2013	13.6	306			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
7/11/2013	13.5	301			
7/12/2013	13.4	298			
7/13/2013	13.4	297			
7/14/2013	13.3	293			
7/15/2013	13.4	297			
7/16/2013	13.6	309			
7/17/2013	14.1	331			
7/18/2013	14.4	350			
7/19/2013	14.6	357			
7/20/2013	14.7	363			
7/21/2013	14.8	367			
7/22/2013	15.2	387			
7/23/2013	15.4	400			
7/24/2013	15.5	406			
7/25/2013	15.5	407			
7/26/2013	14.7	364			
7/27/2013	13.6	309			
7/28/2013	13.4	298			
7/29/2013	13.7	311			
7/30/2013	14.5	354			
7/31/2013	15.2	389			
8/1/2013	15.8	423			
8/2/2013	15.9	431			
8/3/2013	16	437			
8/4/2013	16.5	465			
8/5/2013	16.9	490			
8/6/2013	17.2	512			
8/7/2013	17.3	516			
8/8/2013	17.3	519			
8/9/2013	17.1	501			
8/10/2013	16.8	483			
8/11/2013	16.5	470			
8/12/2013	16.2	451			
8/13/2013	16.1	443			
8/14/2013	16.1	441			
8/15/2013	15.9	430			
8/16/2013	15.8	423			
8/17/2013	15.7	417			
8/18/2013	15.6	412			
8/19/2013	15.5	406			
8/20/2013	15.2	392			
8/21/2013	14.4	349			
8/22/2013	13.3	291			
8/23/2013	13.2	287			
8/24/2013	14	325			
8/25/2013	15	380			
8/26/2013	16.2	450			
8/27/2013	17.1	503			
8/28/2013	17.5	529			
8/29/2013	17.6	536			
8/30/2013	17.4	525			
8/31/2013	17.2	510			
9/1/2013	16.8	488			
9/2/2013	16.4	458			
9/3/2013	15.9	429			
9/4/2013	15.5	406			
9/5/2013	15.6	414			
9/6/2013	15.9	431			
9/7/2013	16.2	447			

Reservoir Storage Data in Acre-Ft

Date	Gage Ht..	Storage	Filled	Released	Evap. Loss
9/8/2013	16.3	452			
9/9/2013	16.1	445			
9/10/2013	16.2	448			
9/11/2013	16.4	463			
9/12/2013	17.7	544			
9/13/2013	18.9	631			
9/14/2013	17.8	553			
9/15/2013	16.6	470			
9/16/2013	15.8	426			
9/17/2013	16.3	454			
9/18/2013	16.5	465			
9/19/2013	16.5	467			
9/20/2013	16.5	467			
9/21/2013	16.5	467			
9/22/2013	16.5	467			
9/23/2013	16.6	470			
9/24/2013	16.6	473			
9/25/2013	16.5	467			
9/26/2013	16.5	464			
9/27/2013	16.5	467			
9/28/2013	16.5	465			
9/29/2013	16.5	465			
9/30/2013	16.4	460			
10/1/2013	16.3	456			
10/2/2013	16.3	454			
10/3/2013	16.3	454			
10/4/2013	16.3	454			
10/5/2013	16.2	450			
10/6/2013	16.2	448			
10/7/2013	16.1	444			
10/8/2013	16.1	441			
10/9/2013	16	436			
10/10/2013	16	436			
10/11/2013	16	436			
10/12/2013	16	436			
10/13/2013	15.9	432			
10/14/2013	15.9	430			
10/15/2013	15.9	428			
10/16/2013	15.8	424			
10/17/2013	15.7	420			
10/18/2013	15.7	416			
10/19/2013	15.6	415			
10/20/2013	15.5	406			
10/21/2013	15.4	401			
10/22/2013	15.3	395			
10/23/2013	15	380			
10/24/2013	14.8	371			
10/25/2013	14.8	368			
10/26/2013	14.8	367			
10/27/2013	14.6	360			
10/28/2013	14.5	354			
10/29/2013	14.5	352			
10/30/2013	14.5	352			
10/31/2013	14.5	355			

Reservoir Release Summary

IYR	FDR	LDR	Days Water Released	Total Released
1974	07/27	08/30	12	250

Reservoir Release Summary

IYR	FDR	LDR	Days Water Released	Total Released
1975	06/18	08/15	20	75
1976	06/06	09/06	50	230
1978	06/21	09/11	59	219
1979	05/30	09/08	55	409
1980	06/25	08/28	29	141
1981	07/01	08/19	41	193.5
1982	07/12	09/01	34	253
1983	08/11	08/27	12	104
1984	05/21	09/12	80	380
1985	08/23	09/05	9	17.8
1988	07/21	08/15	26	223.3
1989	04/26	10/04	126	774.9
1990	05/23	09/11	34	196
1991	05/16	09/08	39	276.6
1992	07/05	08/24	48	4396
1993	05/14	07/02	51	231
1994	06/17	08/28	49	209.3
1995	05/01	08/14	18	195.7
1996	07/02	10/17	127	4290
1997	04/20	08/02	51	1944
1998	04/25	08/13	69	2581
1999	04/01	09/27	33	282
2000	04/09	09/16	138	0
2001	05/17	10/28	132	4624
2002	04/14	08/28	99	2572.2
2008				172
2009				621

Structure Name: EVANS NO 2 DITCH**WDID : 0200817**

Source: SOUTH PLATTE RIVER @ Mile 206

Location: Q10 Q40 Q160 Section Twnshp Range PM
SW NE NE 19 2 N 66 W S

CIU: A

Distance from section lines: From N/S line:

From E/W line:

UTM Coordinates (NAD 83): Northing (UTM y) 4441930.0 Easting (UTM x): 515740.0 Digitized

Latitude/Longitude (decimal degrees): 40.1275 -104.8153

Measuring Device/Recorder: 15' PARSH

NOTE - DWR is not required to track ownership. This data is provided for assistance only and may not reflect actual ownership.**Name: EVANS NO 2 DITCH CO****Association Type: OTHER**

Address(s):

Type	Address	City	State	ZIP	Country	Primary
Other	C/O BILL SCHMIDT					<input checked="" type="checkbox"/>

Contact Number(s):

Type	Country Code	Phone Number	Extension	Primary
HOME	US	(970) 284-6473		<input checked="" type="checkbox"/>

Water Rights Summary

Total Decreed Rate(s): Abs.: 903.0200 Cond.: 1502.3000 AP/EX abs: 0.0000 AP/EX cond: 2483.6000

Total Decreed Volume(s): Abs.: 6050.0000 Cond.: ##### AP/EX abs: 0.0000 AP/EX cond: #####

Water Rights -- Transactions

Seq. #	Case Number	Adjudication Date	Appropriation Date	Admin. Number	O #	Priority Number	Max Rate (CFS)	Total Vol (AF)	Adj. Type	Uses	Comments
11	08CW0071	4/28/1883	10/5/1871	7948.00000	0	0	4.12		O,TF	1	PVIC CHANGE OF USE
1	CA6009	4/28/1883	10/5/1871	7948.00000	0	0	177.07		O	1	27 ASP 62,211
12	08CW0071	4/28/1883	10/5/1871	7948.00000	0	0	4.12	6050	O,TT	AR	PVIC CHANGE OF USE
3	CA16069	4/28/1883	11/20/1875	9455.00000	0	0	226.98		O,AB	1	TB-129 10-11-1937
2	CA6009	4/28/1883	11/20/1875	9455.00000	0	0	226.98		O	1	27 ASP 62 1ST ENLT
7	CA54658	8/2/1918	5/29/1909	21698.00000	0	0	510		S	0	406 STORAGE IN MILTON RES AKA PLATTE VALLEY CNL
4	CA54658	8/2/1918	6/9/1909	21709.00000	0	0	215.95		S,C	1	290 ASP 358 AKA PLATTE VALLEY CNL
5	CA54658	11/12/1924	6/9/1909	25050.21709	0	0	215.95		S	1	290 ASP 358 FINAL FOR 8-2-1918 COND DC AKA PLATTE VALLEY CNL
6	84CW0090	12/31/1984	2/1/1984	48974.00000	0	0	510		S,C	123458AR	94CW272 AKA PLATTE VALLEY CNL
8	02CW0236	12/31/2002	10/29/2002	55819.00000	0	0	215.95		S,C	1AR	AKA PLATTE VALLEY CNL
9	02CW0236	12/31/2002	10/29/2002	55819.00000	0	0	215.95		S,C	0	STORGAGE IN PLATTE VALLEY RES
22	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CONFLUENCE SP & THOMPSON
20	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CONFLUENCE SP & VRAIN CREEK
19	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL GMS REA IMPACT PT
18	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA IMPACT PT
17	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CONFLUENCE SP & LITTLE DRY CREEK
15	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125	25000	S,C	ACR	GMS & WAS RECHARGE
24	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL GMS REA IMPACT PT
23	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	25		S,C,EX	ACR	GMS & WAS EXCH FM CONFLUENCE SP & ASHCROFT DRAW
16	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	50		S,C,EX	ACR	GMS & WAS EXCH FM KOENIG RESERVOIR
34	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL GMS REA IMPACT PT
21	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA C1 IMPACT PT
35	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA IMPACT PT
25	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA C2 IMPACT PT

Water Rights -- Transactions

Seq. #	Case Number	Adjudication Date	Appropriation Date	Admin. Number	O #	Priority Number	Max Rate (CFS)	Total Vol (AF)	Adj. Type	Uses	Comments
33	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA IMPACT PT
32	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA IMPACT PT
31	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL GMS REA IMPACT PT
29	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CONFLUENCE SP & CACHE LA POUDRE
28	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	50		S,C,EX	ACR	GMS & WAS EXCH FM NISSEN RESERVOIR
27	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL WAS REA IMPACT PT
26	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	125		S,C,EX	ACR	GMS & WAS EXCH FM CENTRAL GMS REA IMPACT PT
30	05CW0331	12/31/2005	12/30/2005	56977.00000	0	0	36		S,C,EX	ACR	GMS & WAS EXCH FM PLUMB DITCH CENT AUG RETURN
36	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	1.5	8706	S,C,EX	AR	EXCH FM FARMERS IND D FRICO/ECCV RI
41	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	14.2	8706	S,C,EX	AR	EXCH FM WELDON VALLEY CNL FRICO/EC RETURN
42	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	12.2	8706	S,C,EX	AR	EXCH FM FT MORGAN CNL FRICO/ECCV RETURN
40	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	11	8706	S,C,EX	AR	EXCH FM 70 RANCH AUG IMPACT REACH
39	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	5.2	8706	S,C,EX	AR	EXCH FM CONFLUENCE SOUTH PLATTE & CACHE LA POUDRE
38	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	5.5	8706	S,C,EX	AR	EXCH FM HEWES COOK D FRICO/ECCV RI
37	02CW0404	12/31/2007	5/31/2007	57494.00000	0	0	260	8706	S,C,EX	AR	EXCH FM GILCREST RESERVOIR
13	08CW0071	12/31/2008	4/7/2008	57806.00000	0	0	6	6050	O,C,EX	1A	EXCH FM PVIC IMPACT REACH 1
14	08CW0071	12/31/2008	4/7/2008	57806.00000	0	0	6	6050	O,C,EX	1A	EXCH FM PVIC IMPACT REACH 2
10	08CW0071	12/31/2008	4/7/2008	57806.00000	0	0	215.95	6050	S,C	AR	PVIC AUGMENTATION GROUP RECHARGE
44	06CW0225	12/31/2006	12/1/2009	58409.00000	0	0	1	100	S,C,EX	R	EXCH FM HUNT FEEDYARD AUG IMPACT REACH EXCESS ACCRETIONS
43	06CW0225	12/31/2006	12/1/2009	58409.00000	0	0	3.5	100	S,C	R	

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
1950	0200817 S:1 F: U:1 T: G: To:	03/20	10/07	91	0	0	0	0	476	783	1150	8116	5399	0	0	833
1951	0200817 S:1 F: U:0 T: G: To:	06/19	06/23	5	0	0	0	0	0	0	0	1983	0	0	0	0
1951	0200817 S:1 F: U:1 T: G: To:	05/01	10/03	106	0	0	0	0	0	0	4363	6045	10092	2052	1447	238
1952	0200817 S:1 F: U:1 T: G: To:	05/05	10/31	139	0	0	0	0	0	0	3847	10066	8973	6922	555	3967
1953	0200817 S:1 F: U:1 T: G: To:	05/17	10/31	111	0	0	0	0	0	0	4230	9344	9112	5379	0	793
1953	0200817 S:4 F:0204620 U:1 T: G: T			0	0	0	0	0	0	0	0	0	0	0	0	0
1954	0200817 S:1 F: U:1 T: G: To:	03/19	08/08	20	0	0	0	0	1586	0	436	0	900	380	0	0
1955	0200817 S:1 F: U:1 T: G: To:	04/07	10/31	111	0	0	0	0	0	2645	3923	3909	0	6051	2955	2727
1956	0200817 S:1 F: U:1 T: G: To:	05/11	08/04	56	0	0	0	0	0	0	4599	9532	1882	1404	0	0
1956	0200817 S:2 F: U:0 T: G: To:	07/05	09/22	43	0	0	0	0	0	0	0	0	3252	2352	829	0
1956	0200817 S:2 F: U:1 T: G: To:	05/16	05/20	5	0	0	0	0	0	0	694	0	0	0	0	0
1957	0200817 S:1 F: U:1 T: G: To:	05/05	10/14	142	0	0	0	0	0	0	1348	8318	10883	10883	7059	2489
1957	0200817 S:2 F: U:1 T: G: To:	07/01	08/16	24	0	0	0	0	0	0	0	0	2612	2241	0	0
1958	0200817 S:1 F: U:1 T: G: To:	05/07	10/02	70	0	0	0	0	0	0	2350	9094	3439	0	0	158
1958	0200817 S:2 F: U:0 T: G: To:	06/02	10/31	132	0	0	0	0	0	0	0	1725	4276	4669	4014	2459
1958	0200817 S:4 F:0204620 U:1 T: G: T	06/02	09/30	82	0	0	0	0	0	0	0	178	2885	4663	6856	0
1959	0200817 S:1 F: U:1 T: G: To:	05/07	08/11	80	0	0	0	0	0	0	3431	7878	4205	2227	0	0
1959	0200817 S:2 F: U:1 T: G: To:	07/12	09/26	60	0	0	0	0	0	0	0	0	3090	3879	2350	0
1960	0200817 S:1 F: U:0 T: G: To:	10/18	10/29	12	0	0	0	0	0	0	0	0	0	0	0	3211
1960	0200817 S:1 F: U:1 T: G: To:	04/19	10/17	99	0	0	0	0	0	2286	2774	9022	6733	0	0	158
1960	0200817 S:2 F: U:1 T: G: To:	05/23	09/10	49	0	0	0	0	0	0	1190	0	1902	5260	912	0
1961	0200817 S:1 F: U:1 T: G: To:	04/30	09/23	133	0	0	0	0	0	79.3	3994	5030	6043	9598	2614	0
1961	0200817 S:2 F: U:1 T: G: To:	07/07	07/28	20	0	0	0	0	0	0	0	0	2687	0	0	0
1962	0200817 S:1 F: U:0 T: G: To:	06/08	06/10	3	0	0	0	0	0	0	0	1021	0	0	0	0
1962	0200817 S:1 F: U:1 T: G: To:	04/21	09/29	101	0	0	0	0	0	2227	8655	6730	8316	218	228	0
1962	0200817 S:2 F: U:1 T: G: To:	07/19	09/29	54	0	0	0	0	0	0	0	0	1259	3788	3342	0
1963	0200817 S:1 F: U:0 T: G: To:	09/20	09/24	5	0	0	0	0	0	0	0	0	0	0	1596	0
1963	0200817 S:1 F: U:1 T: G: To:	06/09	10/31	83	0	0	0	0	0	0	0	1943	585	2905	3802	1824

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
1963	0200817 S:4 F:0204620 U:1 T: G: T	04/28	10/02	50	0	0	0	0	0	309	3498	357	2610	1606	208	138
1964	0200817 S:1 F: U:1 T: G: To:	05/19	10/31	64	0	0	0	0	0	0	2033	2705	1432	1874	17.9	668
1964	0200817 S:4 F:0204620 U:1 T: G: T	05/13	08/26	54	0	0	0	0	0	0	1810	287	3846	1682	0	0
1965	0200817 S:1 F: U:1 T: G: To:	11/01	10/29	168	2023	0	0	0	0	3020	6069	1326	6450	8144	2971	928
1966	0200817 S:1 F: U:1 T: G: To:	04/06	10/31	104	0	0	0	0	0	1959	944	1870	1221	1114	587	2243
1966	0200817 S:4 F:0204620 U:1 T: G: T	05/16	08/18	52	0	0	0	0	0	0	1489	1747	2715	2378	0	0
1966*	0200817 S:4 F:0204620 U:1 T: G: T			79								881	1369	1199		
1967	0200817 S:1 F: U:1 T: G: To:	11/01	10/21	184	297	0	0	0	833	4710	2657	753	5875	4464	3334	1868
1967	0200817 S:4 F:0204620 U:1 T: G: T	07/26	09/12	44	0	0	0	0	0	0	0	0	499	3830	894	0
1968	0200817 S:1 F: U:1 T: G: To:	04/23	10/15	173	0	0	0	0	0	559	5738	6571	6269	5145	3167	1555
1968	0200817 S:4 F:0204620 U:1 T: G: T	06/24	09/04	59	0	0	0	0	0	0	0	305	3046	1824	545	0
1968*	0200817 S:4 F:0204620 U:1 T: G: T			365												
1969	0200817 S:1 F: U:1 T: G: To:	04/14	10/03	158	0	0	0	0	0	942	3681	3596	9364	8644	3776	218
1969	0200817 S:2 F:0203890 U:0 T: G: T	07/09	07/13	5	0	0	0	0	0	0	0	0	345	0	0	0
1969*	0200817 S:4 F:0204620 U:1 T: G: T			365												
1969	0200817 S:4 F:0204620 U:1 T: G: T	07/14	08/30	44	0	0	0	0	0	0	0	0	896	1814	0	0
1970	0200817 S:1 F: U:1 T: G: To:	05/10	09/24	133	0	0	0	0	0	0	3748	4964	10060	8487	2935	0
1970	0200817 S:4 F:0204620 U:1 T: G: T	07/14	08/20	25	0	0	0	0	0	0	0	0	531	612	0	0
1971	0200817 S:1 F: U:0 T: G: To:	11/03	10/31	40	2600	0	0	0	0	0	0	1203	0	0	0	9383
1971	0200817 S:1 F: U:1 T: G: To:	05/02	09/17	127	0	0	0	0	0	0	3828	7987	9844	6458	1598	0
1971	0200817 S:4 F:0204620 U:1 T: G: T	06/29	08/28	55	0	0	0	0	0	0	0	61.5	1785	3264	0	0
1972	0200817 S:1 F: U:0 T: G: To:	11/01	10/26	97	7832	0	0	0	2663	0	0	3151	0	0	6013	5403
1972	0200817 S:1 F: U:1 T: G: To:	04/16	09/29	137	0	0	0	0	0	741	6154	4427	6083	3532	249	0
1972	0200817 S:4 F:0204620 U:1 T: G: T	06/20	08/24	56	0	0	0	0	0	0	0	416	3280	2479	0	0
1973	0200817 S:1 F: U:0 T: G: To:	03/05	10/31	42	0	0	0	0	3431	0	0	0	0	0	0	4171
1973	0200817 S:1 F: U:1 T: G: To:	05/28	09/28	119	0	0	0	0	0	0	602	6380	8753	7977	1650	0
1973	0200817 S:4 F:0204620 U:1 T: G: T	07/05	09/06	53	0	0	0	0	0	0	0	0	1122	1537	483	0
1974	0200817 S:1 F: U:0 T: G: To:	11/01	10/31	119	7434	5825	0	0	0	0	0	2120	0	0	4528	8084
1974	0200817 S:1 F: U:1 T: G: To:	05/07	10/04	130	0	0	0	0	0	0	5595	5740	7574	4012	507	198
1974	0200817 S:1 F:0204620 U:1 T: G: T	06/27	09/06	72	0	0	0	0	0	0	0	162	3125	4076	523	0
1975	0200817 S:1 F: U:0 T: G: To:	11/01	10/31	64	1693	0	0	0	0	3578	384	846	0	0	7.93	8058
1975	0200817 S:1 F: U:1 T: G: To:	04/22	10/22	170	0	0	0	0	0	771	4250	2443	9009	5385	1737	1356
1975	0200817 S:1 F:0204620 U:1 T: G: T	07/01	10/02	78	0	0	0	0	0	0	0	0	2390	3485	1106	41.7
1976	0200817 S:1 F: U:0 T: G: To:	11/01	10/31	92	7164	0	0	0	501	2169	2407	497	0	0	678	8592
1976	0200817 S:1 F: U:1 T: G: To:	04/16	09/18	146	0	0	0	0	0	1983	3974	4750	6785	7600	961	0
1976	0200817 S:1 F:0204620 U:1 T: G: T	06/09	09/18	98	0	0	0	0	0	0	0	2080	3746	2068	1257	0
1977	0200817 S:1 F: U:0 T: G: To:	11/01	07/27	59	6186	0	0	2759	3500	0	0	0	198	0	0	0
1977	0200817 S:1 F: U:1 T: G: To:	04/10	10/31	120	0	0	0	0	0	3086	3245	5226	1168	700	107	3911
1977	0200817 S:1 F:0204620 U:1 T: G: T	06/01	08/24	58	0	0	0	0	0	0	0	1687	3764	3268	0	0
1978	0200817 S:1 F: U:0 T: G: To:	11/02	06/16	116	5799	2199	5428	3663	0	0	3736	2017	0	0	0	0
1978	0200817 S:1 F: U:1 T: G: To:	11/01	10/22	140	21.8	0	0	0	0	1404	1646	6989	7816	1620	1424	2628
1978	0200817 S:1 F:0204620 U:1 T: G: T	07/05	08/29	46	0	0	0	0	0	0	0	0	1991	3665	0	0
1979	0200817 S:1 F: U:0 T: G: To:	12/03	10/23	138	0	5323	5813	5480	920	5908	0	0	0	3782	0	3195
1979	0200817 S:1 F: U:1 T: G: To:	05/21	10/08	129	0	0	0	0	0	0	218	2846	10195	4385	4183	1023
1979	0200817 S:1 F:0204620 U:1 T: G: T	07/06	08/18	42	0	0	0	0	0	0	0	0	1693	1283	0	0
1980	0200817 S:1 F: U:0 T: G: To:	09/15	10/31	47	0	0	0	0	0	0	0	0	0	0	2199	6656
1980	0200817 S:1 F: U:1 T: G: To:	05/19	10/12	147	0	0	0	0	0	0	716	12377	11317	8364	2532	714
1980	0200817 S:1 F:0204620 U:1 T: G: T	07/05	09/11	69	0	0	0	0	0	0	0	0	1935	2509	908	0
1981	0200817 S:1 F: U:0 T: G: To:	11/16	10/31	42	3649	0	0	0	0	1979	370	0	0	0	0	4968
1981	0200817 S:1 F: U:1 T: G: To:	04/20	10/17	119	0	0	0	0	0	831	2534	1523	1259	2162	3778	2223
1981	0200817 S:1 F:0204620 U:1 T: G: T	06/20	08/22	51	0	0	0	0	0	0	0	1666	4421	2524	0	0
1982	0200817 S:1 F: U:0 T: G: To:	11/01	10/11	141	7580	4421	1902	0	1067	0	2572	3899	971	0	4258	2173
1982	0200817 S:1 F: U:1 T: G: To:	03/28	09/14	140	0	0	0	0	164	547	3207	5365	9794	10099	4883	0
1982	0200817 S:1 F:0204620 U:1 T: G: T	07/08	08/14	33	0	0	0	0	0	0	0	0	1291	259	0	0
1983	0200817 S:1 F: U:0 T: G: To:	07/05	10/24	35	0	0	0	0	0	0	0	0	4960	837	0	1033
1983	0200817 S:1 F: U:1 T: G: To:	05/10	10/14	131	0	0	0	0	0	0	827	3602	7164	8174	4070	1029
1983	0200817 S:1 F:0204620 U:1 T: G: T	07/22	08/18	28	0	0	0	0	0	0	0	0	1071	1168	0	0
1984	0200817 S:1 F: U:0 T: G: To:	06/27	10/16	59	0	0	0	0	0	0	0	815	3391	706	2622	3836
1984	0200817 S:1 F: U:1 T: G: To:	05/15	10/05	144	0	0	0	0	0	0	1900	5702	10096	6829	2737	247

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
1984	0200817 S:1 F:0204620 U:1 T: G: T	07/15	09/08	56	0	0	0	0	0	0	0	0	971	922	309	0
1985	0200817 S:1 F: U:0 T: G: To:	04/16	10/13	59	0	0	0	0	0	1614	0	0	2489	642	5488	4692
1985	0200817 S:1 F: U:1 T: G: To:	04/15	09/18	145	0	0	0	0	0	2316	1561	8554	8201	9007	2457	0
1985	0200817 S:4 F:0204620 U:1 T: G: T	06/05	09/11	74	0	0	0	0	0	0	0	759	1150	1388	355	0
1986	0200817 S:1 F: U:0 T: G: To:	03/19	10/23	52	0	0	0	0	3346	636	1586	547	0	0	158	6335
1986	0200817 S:1 F: U:1 T: G: To:	04/27	09/29	151	0	0	0	0	0	731	4917	5295	10272	10278	5492	0
1986	0200817 S:4 F:0204620 U:1 T: G: T	07/01	08/16	40	0	0	0	0	0	0	0	0	2497	327	0	0
1987	0200817 S:1 F: U:0 T: G: To:	04/13	10/11	74	0	0	0	0	0	2564	1255	1467	0	0	4476	2876
1987	0200817 S:1 F: U:1 T: G: To:	04/26	10/14	162	0	0	0	0	0	755	2102	7404	10008	8519	2959	1094
1987	0200817 S:1 F:0204620 U:1 T: G: T	06/24	08/10	24	0	0	0	0	0	0	0	186	438	636	0	0
1988	0200817 S:1 F: U:0 T: G: To:	04/08	10/28	65	0	0	0	0	0	2078	1009	743	0	0	2733	7795
1988	0200817 S:1 F: U:1 T: G: To:	04/26	10/26	173	0	0	0	0	0	878	2917	7120	10494	7569	4258	1939
1988	0200817 S:1 F:0204620 U:1 T: G: T	05/15	09/01	45	0	0	0	0	0	0	261	87.3	452	2411	9.92	0
1989	0200817 S:1 F: U:1 T: G: To:	04/13	10/11	152	0	0	0	0	0	2733	5349	4145	9217	8370	1027	1309
1989	0200817 S:1 F: U:Q T:3 G: To:	03/27	10/17	76	0	0	0	0	1632	4379	0	4607	128	491	5678	2854
1989	0200817 S:4 F:0204620 U:1 T: G: T	07/01	09/18	56	0	0	0	0	0	0	0	0	1929	733	1354	0
1990	0200817 S:1 F: U:1 T: G: To:	04/24	10/16	170	0	0	0	0	0	686	4508	6860	9703	7777	4292	1269
1990	0200817 S:1 F: U:Q T:3 G: To:	02/23	10/31	69	0	0	0	2185	1253	0	186	2162	325	0	2975	7983
1990	0200817 S:4 F:0204620 U:1 T: G: T	07/06	09/08	50	0	0	0	0	0	0	0	0	462	1527	303	0
1991	0200817 S:1 F: U:1 T: G: To:	04/07	10/10	184	0	0	0	0	0	2306	4228	6624	8495	8967	3784	793
1991	0200817 S:1 F: U:Q T:3 G: To:	11/01	10/14	69	952	0	0	0	3066	537	0	3030	595	343	4512	4189
1991	0200817 S:4 F:0204620 U:1 T: G: T	06/26	08/10	41	0	0	0	0	0	0	0	372	1864	295	0	0
1992	0200817 S:1 F: U:1 T: G: To:	04/28	10/31	179	0	0	0	0	0	339	5095	5706	7416	5514	4318	2138
1992	0200817 S:1 F: U:Q T:3 G: To:	04/15	09/29	64	0	0	0	0	0	1322	0	2655	595	2447	3520	0
1992	0200817 S:4 F:0204620 U:1 T: G: T	07/05	08/24	47	0	0	0	0	0	0	0	0	2267	2092	0	0
1993	0200817 S:1 F: U:1 T: G: To:	11/01	10/14	159	33.7	0	0	0	0	317	4248	6045	8598	7301	2741	1319
1993	0200817 S:1 F: U:Q T:3 G: To:	03/18	10/28	66	0	0	0	0	210	2540	0	1963	0	0	4881	7974
1993	0200817 S:4 F:0203890 U:1 T: G: T	05/13	09/03	66	0	0	0	0	0	0	281	95.2	1468	2535	138	0
1994	0200817 S:1 F: U:1 T: G: To:	04/13	10/25	176	0	0	0	0	0	2492	5008	9203	1626	2077	4303	553
1994	0200817 S:1 F: U:Q T:3 G: To:	03/14	10/31	57	0	0	0	0	5187	550	0	0	0	0	208	9512
1994	0200817 S:4 F:0203890 U:1 T: G: T	06/23	08/24	53	0	0	0	0	0	0	0	608	3776	2861	0	0
1995	0200817 S:1 F: U:1 T: G: To:	03/30	10/21	179	0	0	0	0	253	5796	2004	1807	8497	10245	4867	973
1995	0200817 S:1 F: U:Q T:3 G: To:	11/01	04/03	44	7501	0	0	0	4390	302	0	0	0	0	0	0
1995	0200817 S:2 F:0203890 U:1 T: G: T	08/09	08/14	5	0	0	0	0	0	0	0	0	0	111	0	0
1996	0200817 S:1 F: U:1 T: G: To:	04/04	10/29	191	0	0	0	0	0	2827	5038	6897	9390	5305	2387	1837
1996	0200817 S:1 F: U:Q T:3 G: To:	11/03	06/16	66	11420	1775	0	2773	0	0	2213	4103	0	0	0	0
1996	0200817 S:4 F:0203890 U:1 T: G: T	07/02	09/03	33	0	0	0	0	0	0	0	0	237	3062	155	0
1997	0200817 S:1 F: U:1 T: G: To:	04/04	10/26	190	0	0	0	0	0	1344	5075	5799	9558	5351	5355	5948
1997	0200817 S:1 F: U:Q T:3 G: To:	12/15	08/11	132	0	5344	11378	3098	1749	624	3697	745	2215	3158	0	0
1997	0200817 S:2 F:0203890 U:1 T: G: T	07/03	07/31	18	0	0	0	0	0	0	0	0	325	0	0	0
1997	0200817 S:4 F:0203890 U:1 T: G: T	07/07	08/02	27	0	0	0	0	0	0	0	0	1340	72.2	0	0
1998	0200817 S:1 F: U:1 T: G: To:	04/21	10/29	188	0	0	0	0	0	1356	5922	9260	9438	8089	5319	1380
1998	0200817 S:1 F: U:Q T:3 G: To:	03/16	10/05	103	0	0	0	0	1354	0	3592	570	3123	3847	6232	977
1998	0200817 S:2 F:0203890 U:1 T: G: T	06/20	08/13	34	0	0	0	0	0	0	0	252	232	117	0	0
1998	0200817 S:4 F:0203890 U:1 T: G: T	06/26	08/13	40	0	0	0	0	0	0	0	317	1536	200	0	0
1999	0200817 S:1 F: U:1 T: G: To:	04/01	10/16	159	0	0	0	0	0	893	2018	5589	9772	7257	1667	309
1999	0200817 S:1 F: U:Q T:3 G: To:	02/02	08/04	74	0	0	0	3078	2947	1431	0	1973	2596	396	0	0
1999	0200817 S:2 F:0203890 U:1 T: G: T	07/08	07/11	4	0	0	0	0	0	0	0	0	103	0	0	0
2000	0200817 S:1 F: U:1 T: G: To:	02/28	09/25	180	0	0	0	88.5	106	3295	8535	9197	8750	5956	5723	0
2000	0200817 S:1 F: U:Q T:3 G: To:	11/08	03/31	22	2873	0	0	1096	1071	0	0	0	0	0	0	0
2000	0200817 S:2 F:0203890 U:1 T: G: T	07/08	07/12	5	0	0	0	0	0	0	0	0	314	0	0	0
2000	0200817 S:4 F:0203890 U:1 T: G: T	07/09	09/01	52	0	0	0	0	0	0	0	0	1437	3126	17.7	0
2001	0200817 S:1 F: U:1 T: G: To:	04/24	10/14	171	0	0	0	0	0	771	3171	7562	9335	7246	3211	932
2001	0200817 S:1 F: U:Q T:3 G: To:	11/27	10/23	98	810	8300	2171	0	2415	391	0	0	0	0	4585	7273
2001	0200817 S:2 F:0203890 U:1 T: G: T	06/29	08/01	15	0	0	0	0	0	0	0	84.2	528	36.1	0	0
2001	0200817 S:4 F:0203890 U:1 T: G: T	07/04	09/11	54	0	0	0	0	0	0	0	0	714	1935	690	0
2002	0200817 S:1 F: U:1 T: G: To:	04/09	07/12	52	0	0	0	0	0	1751	2177	2054	797	0	0	0
2002	0200817 S:1 F: U:Q T:3 G: To:	02/18	04/09	27	0	0	0	3078	1949	1303	0	0	0	0	0	0
2002	0200817 S:2 F:0203890 U:1 T: G: T	04/30	05/15	3	0	0	0	0	0	10.00	42.4	0	0	0	0	0

Diversion Summary in Acre-Feet for Individual Water Classes

IYR	Water Class	FDU	LDU	DWC	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.
2002	0200817 S:4 F:0203890 U:1 T: G: T	05/15	08/28	35	0	0	0	0	0	0	91.9	0	976	810	0	0
2003	0200817 S:1 F: U:1 T: G: To:	11/01	10/31	175	15.9	0	0	0	0	1687	445	7760	7970	2460	2810	2376
2003	0200817 S:1 F: U:Q T:3 G: To:	03/19	05/30	63	0	0	0	0	3830	7343	12454	0	0	0	0	0
2003	0200817 S:2 F:0203890 U:1 T: G: T	08/02	08/09	4	0	0	0	0	0	0	0	0	0	180	0	0
2003	0200817 S:4 F:0203890 U:1 T: G: T	08/10	08/30	19	0	0	0	0	0	0	0	0	0	1382	0	0
2003	0200817 S:6 F:0203331 U:Q T:6 G:	05/01	10/31	149	0	0	0	0	0	0	159	125	102	7.34	162	180
2004	0200817 S:1 F: U:1 T: G: To:	11/01	10/31	219	739	0	0	0	0	2468	5131	6614	8145	7217	3161	633
2004	0200817 S:1 F: U:Q T:3 G: To:	01/05	10/31	133	0	0	3809	4837	7928	2052	0	1231	608	902	0	6884
2004	0200817 S:4 F:0203890 U:1 T: G: T	09/08	10/07	30	0	0	0	0	0	0	0	0	0	0	460	143
2005	0200817 S:1 F: U:1 T: G: To:	04/04	10/16	196	0	0	0	0	0	5061	8604	6800	6506	6717	3127	890
2005	0200817 S:1 F: U:Q T:3 G: To:	11/01	10/31	69	748	2671	6165	659	2730	455	0	0	0	0	0	3454
2005	0200817 S:4 F:0203890 U:1 T: G: T	07/14	09/30	74	0	0	0	0	0	0	0	0	887	872	831	0
2006	0200817 S:1 F: U:1 T: G: To:	04/16	10/30	188	0	0	0	0	0	1049	4621	9171	7605	6646	3727	2402
2006	0200817 S:1 F: U:Q T:3 G: To:	11/01	04/13	86	1559	10528	1950	337	4305	1782	0	0	0	0	0	0
2006	0200817 S:4 F:0203890 U:1 T: G: T	05/12	09/04	15	0	0	0	0	0	0	183	0	0	136	71.6	0
2006	0200817 S:4 F:0203890 U:Q T:3 G:	07/06	09/05	48	0	0	0	0	0	0	0	0	969	1033	202	0
2007	0200817 S:1 F: U:1 T: G: To:	04/02	10/23	205	0	0	0	0	0	4467	9720	9937	9990	7348	4629	1800
2007	0200817 S:1 F: U:Q T:3 G: To:	11/01	03/22	77	1063	1354	11914	5611	2673	0	0	0	0	0	0	0
2008	0200817 S:1 F: U:1 T: G: To:	03/28	10/19	206	0	0	0	0	963	3757	6796	9384	10417	7543	3906	1537
2008	0200817 S:1 F: U:Q T:3 G: To:	12/10	03/13	56	0	6907	4031	62.3	3865	0	0	0	0	0	0	0
2008	0200817 S:4 F:0203890 U:1 T: G: T	08/03	08/05	3	0	0	0	0	0	0	0	0	0	116	0	0
2008	0200817 S:9 F: U:Q T:0 G: To:	12/10	10/19	262	0	6907	4031	62.3	4726	3757	6796	9384	10417	7660	3906	1537
2009	0200817 S:1 F: U:1 T: G: To:	02/04	10/09	248	0	0	0	5001	3683	2328	8305	4857	7844	6571	3763	514
2009	0200817 S:1 F: U:Q T:3 G: To:	11/03	12/10	38	10071	376	0	0	0	0	0	0	0	0	0	0
2009	0200817 S:9 F: U:Q T:0 G: To:	11/03	10/09	286	10071	376	0	5001	3683	2328	8305	4857	7844	6571	3763	514
2010	0200817 S:1 F: U:1 T: G: To:	04/15	10/28	194	0	0	0	0	0	1746	2654	7666	7593	8050	2692	3298
2010	0200817 S:1 F: U:Q T:3 G: To:	01/08	03/10	62	0	0	7979	10952	3784	0	0	0	0	0	0	0
2010	0200817 S:2 F:0203890 U:1 T: G: T	07/02	08/10	8	0	0	0	0	0	0	0	0	167	2.98	0	0
2010	0200817 S:4 F:0203890 U:1 T: G: T	07/27	09/30	55	0	0	0	0	0	0	0	0	247	436	1380	0
2010	0200817 S:9 F: U:Q T:0 G: To:	01/08	10/28	259	0	0	7979	10952	3784	1746	2673	7675	8008	8490	4064	3323
2011	0200817 S:X F: U:Q T:0 G: To:	11/19	10/31	286	3322	9123	4510	0	2773	3641	4091	12038	13172	8903	7263	9168
2012	0200817 S:1 F: U:1 T: G: To:	04/04	10/31	146	0	0	0	0	0	3226	3568	3011	2658	882	4074	1693
2012	0200817 S:1 F: U:Q T: G: To:	11/01	10/31	266	186	16.9	0	0	2318	1837	349	60.8	40.9	25.8	555	3852
2012	0200817 S:1 F: U:Q T: G: To:02038	03/18	10/31	59	0	0	0	0	1579	1248	0	0	0	0	359	3060
2012	0200817 S:2 F:0203890 U:1 T: G: T	06/23	08/29	67	0	0	0	0	0	0	0	963	2529	2652	0	0
2012	0200817 S:2 F:0203890 U:Q T: G:0	09/02	09/07	6	0	0	0	0	0	0	0	0	0	0	604	0
2012	0200817 S:X F: U:Q T:0 G: To:	11/01	10/31	252	186	16.9	0	0	2318	5064	3915	4018	5213	3542	4626	5523
2013	0200817 S:1 F: U:1 T: G: To:	11/01	10/27	224	232	0	0	0	639	1386	3995	8503	7961	6078	2990	1826
2013	0200817 S:1 F: U:Q T: G: To:	11/01	10/31	271	4.59	0	5657	12401	6037	690	108	89.5	158	367	5233	10634
2013	0200817 S:1 F: U:Q T: G: To:02009	11/01	10/31	176	6.35	0	0	0	0	0	99.2	89.5	145	40.6	144	90.0
2013	0200817 S:1 F: U:Q T: G: To:02038	01/13	10/31	180	0	0	4948	10578	6337	698	9.42	0	13.4	328	5096	10772
2013	0200817 S:2 F:0203890 U:1 T: G: T	05/17	09/11	91	0	0	0	0	0	0	3.17	12.3	164	339	178	0
2013	0200817 S:X F: U:Q T:0 G: To:	11/01	10/31	298	237	0	5657	12401	6677	2076	4103	8593	8120	6446	8224	12461
Minimum			2.94	0	0	0	0	0	0	0	0	0	0	0	0	0
Maximum			319	11420	10528	11914	12401	7928	7343	12454	12377	13172	10883	8224	12461	78008
Average			157.32	560	384	512	570	649	840	1677	2602	3343	2744	1650	1496	16808

Infrequent Diversion Summary for Individual Water Classes

IYR	Water Class	Data Type Code	Month	DWC	Amount
1966	0200817 S:4 F:0204620 U:1 T: G: To:	Monthly (Total)	6	30	881 AF
1966	0200817 S:4 F:0204620 U:1 T: G: To:	Monthly (Total)	7	31	1369 AF
1966	0200817 S:4 F:0204620 U:1 T: G: To:	Monthly (Total)	8	18	1199 AF
1968	0200817 S:4 F:0204620 U:1 T: G: To:	Annual (Daily Avg)	0	365	0 CFS
1969	0200817 S:4 F:0204620 U:1 T: G: To:	Annual (Daily Avg)	0	365	0 CFS

Diversion Comments

IYR	Comment Type	Not Used Code	Comments
1950	Diversion		

Diversion Comments
Comments

IYR	Comment Type	Not Used Code
1951	Diversion	
1952	Diversion	
1953	Diversion	
1954	Diversion	
1956	Diversion	
1957	Diversion	
1958	Diversion	
1959	Diversion	
1960	Diversion	
1961	Diversion	
1962	Diversion	
1963	Diversion	
1964	Diversion	
1965	Diversion	
1966	Diversion	
1967	Diversion	
1968	Diversion	PROJECT WATER-BIG THOMPSON
1969	Diversion	PROJECT WATER
1970	Diversion	
1971	Diversion	
1972	Diversion	
1973	Diversion	DIR IRR. 5/28 - 9/28 119AF TO STORAGE 3/5 - 10/31 BIG T PROJ 7/5 - 9/6
1974	Diversion	130 DAYS
1975	Diversion	DIRECT USE TO STORAGE
1976	Diversion	
1978	Diversion	
1979	Diversion	
1980	Diversion	
1981	Diversion	
1982	Diversion	
1983	Diversion	
1984	Diversion	
1985	Diversion	
1986	Diversion	
1987	Diversion	
1988	Diversion	
1989	Diversion	
1990	Diversion	
1991	Diversion	
1992	Diversion	
1993	Diversion	
1994	Diversion	
1995	Diversion	
1996	Diversion	
1997	Diversion	
1998	Diversion	
1999	Diversion	

Appendix G

Construction Budget Information
Actual Amounts Paid

Sand Hill Reservoir Rehabilitation
As of July 22, 2014

22-Jul

Task	Revised Budget	Billing thru April 28, 2014	Billing April 29 - June 12, 2014	Billing June 12 - July 18, 2014	Total Billing
Construction Dewatering					
Pumping	\$ 3,000	\$ 1,114	\$ -		\$ 1,114
Coffer dam/flood control	\$ 3,000	\$ -	\$ -		\$ -
Ground Stabilization	\$ 8,000	\$ 7,331	\$ 98		\$ 7,429
Early reservoir fill					
Demolition					
Demo Inlet Structure	\$ 5,000	\$ 219	\$ -		\$ 219
Stabilize Existing Control Structure	\$ 20,000	\$ 10,178	\$ 782		\$ 10,960
Disposal	\$ 1,500	\$ -	\$ -		\$ -
Pipe Rehabilitation Through Dam					
Slipline Pipe	\$ 100,000	\$ 91,762	\$ 922		\$ 92,684
Jacking/Grouting	\$ 70,000	\$ 67,652	\$ 165		\$ 67,817
Testing	\$ 2,500	\$ -	\$ 550		\$ 550
GC Support	\$ 15,000	\$ 9,733	\$ 876		\$ 10,609
Inlet/Control Structure					
Subgrade	\$ 5,000	\$ 2,419	\$ 2,101		\$ 4,520
Concrete	\$ 35,000	\$ 6,238	\$ 23,990		\$ 30,229
Rip-rap	\$ 1,000	\$ -	\$ 3,675		\$ 3,675
Wall Stub	\$ 1,500	\$ -	\$ 1,331		\$ 1,331
Trash rack	\$ 7,500	\$ -	\$ 7,000		\$ 7,000
Actuator Shaft Beam					
Earthwork	\$ 1,500	\$ -	\$ 2,169		\$ 2,169
Concrete	\$ 25,000	\$ 1,123	\$ 19,468	\$ 75	\$ 20,666
Rip-rap	\$ 3,500	\$ -	\$ 4,049		\$ 4,049
Conduits	\$ 9,000	\$ -	\$ 6,132		\$ 6,132
Chase cover	\$ 10,000	\$ -	\$ 10,000		\$ 10,000
Staff Gauge	\$ 3,500	\$ -	\$ 1,133		\$ 1,133
Gate Operator Support Pad					
Earthwork	\$ 500	\$ -	\$ -		\$ -
Concrete	\$ 4,000	\$ 1,123	\$ 541		\$ 1,664
Gate Installation					
Gate	\$ 2,500	\$ -	\$ 1,766	\$ 34	\$ 1,800
Actuator	\$ -	\$ -	\$ -		\$ -
Shaft	\$ 25,000	\$ -	\$ 24,583	\$ 560	\$ 25,143
Overflow Connection Repair					
Earthwork	\$ 10,000	\$ -	\$ 406		\$ 406
Pipe connection repair	\$ 5,000	\$ -	\$ 1,107		\$ 1,107
Electrical					
Electrical Subcontract	\$ 5,000	\$ -	\$ 3,965		\$ 3,965
Site Restoration					
Final grading	\$ 1,500	\$ -	\$ -		\$ -
Reseeding	\$ 2,000	\$ -	\$ -		\$ -
Fence repair	\$ 1,500	\$ -	\$ -		\$ -
Road Repair			\$ -		\$ -
Outlet erosion control improvements			\$ -		\$ -
Heavy Equipment					
Equipment Rental - billed at 2/3 of total Equip Fee	\$ 22,000	\$ 7,333	\$ 14,667		\$ 22,000
FOG	\$ 23,000	\$ 2,633	\$ 5,594	\$ 837	\$ 9,064
Direct Job Costs	\$ 55,000	\$ 26,504	\$ 15,930	\$ 1,128	\$ 43,562
Labor burden not captured thru June 9 - July 22, 2014	\$ 47,000	\$ 7,100	\$ 7,828	\$ 133	\$ 15,061
Bonds & Insurance - billed at 100%	\$ 14,000	\$ 14,000	\$ -		\$ 14,000
Contingency	\$ 41,500		\$ -		\$ -
Anticipated overtime/acceleration	\$ 15,000		\$ -		\$ -
Pre-Engineering Services Fee - billed at 100%	\$ 10,000	\$ 10,000	\$ -		\$ 10,000
Construction Phase Fee - billed at 2/3 of total Const. Phase Fee	\$ 85,000	\$ 28,333	\$ 56,667		\$ 85,000
Total	\$ 700,000	\$ 294,794	\$ 217,497	\$ 2,767	\$ 515,058

Total Due Pay Period 3 - FINAL

\$ 2,767

Sand Hill Lake Rehabilitation Costs

Engineering Expenses

Date	Ck Num	Name	Memo	Amount
02/12/2014	11491	Frchetti Engineering, Inc.	Invoice #4415	10,123.92
03/14/2014	11521	Brierley Associates, LLC	Invoice #0607247 & #0607347	31,865.70
03/14/2014	11524	Frchetti Engineering, Inc.	Invoice #4447	26,892.17
04/08/2014	11554	Frchetti Engineering, Inc.	Invoice #4477	32,013.85
04/09/2014	11565	Brierley Associates, LLC	Invoice #0607476	13,306.86
05/13/2014	11585	Frchetti Engineering, Inc.	Invoice #4503	24,265.66
05/13/2014	11591	Brierley Associates, LLC	Invoice #0607620	17,003.53
06/10/2014	11612	Frchetti Engineering, Inc.	Invoice #4539	9,134.81
06/17/2014	11632	Brierley Associates, LLC	Invoice #0607775	9,628.53
07/09/2014	11643	Frchetti Engineering, Inc.	Invoice #4566	7,844.71
07/09/2014	11649	Brierley Associates, LLC	Invoice #0607881	1,443.87
				\$ 183,523.61

Construction Expenses

Date	Ck Num	Name	Memo	Amount
06/12/2013	11300	Revelation Steel	Headgate repair supplies- Inv#151925	100.41
07/02/2013	11314	Inland Potable	Headgate repair- Inv#A63-061413	9672.00
07/10/2013	11332	Gerald Johnson	Equipment rental	1105.00
11/12/2013	11402	Inland Potable	Actuator for gate- Inv#Hydor-101013	3,949.00
11/12/2013	11402	Inland Potable	Headgate- Inv#Hydor-101013	19,664.70
01/08/2014	11466	Kevin Schmidt	Headgate repair supplies/Meeting expense	207.40
02/12/2014	11487	Northern Colorado Construction	Washed rock- Ticket#131791	111.94
02/12/2014	11487	Northern Colorado Construction	Washed rock- Ticket#131745	36.02
02/12/2014	11487	Ace Hardware	Headgate repair supplies	57.47
02/12/2014	11487	Home Depot	Headgate repair supplies	18.02
02/12/2014	11487	Ace Hardware	Headgate repair supplies	9.07
02/12/2014	11488	Gerald Johnson	Equipment rental	630.00
02/12/2014	11488	Gerald Johnson	Contract labor	135.00
02/12/2014	11499	Inland Potable Services, Inc.	Headgate replacement- Inv#020614	58,554.83
03/14/2014	11515	Steel Magnolia Hauling LLC	Equipment rental	150.00
03/14/2014	11518	Backhoe Services Platteville, LLC	Equipment rental	450.00
03/14/2014	11522	King Surveyors, Inc.	Topographic survey- Inv#135459	1,829.50
03/14/2014	11532	Trevino & Son Trucking, Inc.	Equipment rental	800.00
03/20/2014	11533	CO Division of Water Resources	Application fee for review of plans #C-1365E	2,100.00
04/08/2014	11549	High Plains Cattle Supply LLC	Fencing- Inv#11140	40.93
04/08/2014	11553	King Surveyors, Inc.	Topographic survey- Inv#135576	892.00
04/14/2014	11568	Kevin W. Schmidt	Construction meeting expense	91.74
04/17/2014	11569	Peter Ulrich	Squeegee \$3.50/ton	224.00
04/17/2014	11569	Peter Ulrich	Contract labor	390.00
05/01/2014	11575	Aslan Construction, Inc.	Construction through 4/28/14 - Inv.14002-1	294,794.00
05/13/2014	11590	Steel Magnolia Hauling LLC	Roadbase/riprap- Inv#172	600.00
06/02/2014	11604	Ray Larson	Control house construction	2,919.48
06/10/2014	11624	Steel Magnolia Hauling LLC	Roadbase/riprap- Inv#173	1,312.50
06/13/2014	11629	Aslan Construction, Inc.	Construction 4/29/14-6/12/14	217,497.00
06/27/2014	7332	Inland Potable Services, Inc.	Nonrefundable equipment buy-back	-1,200.00

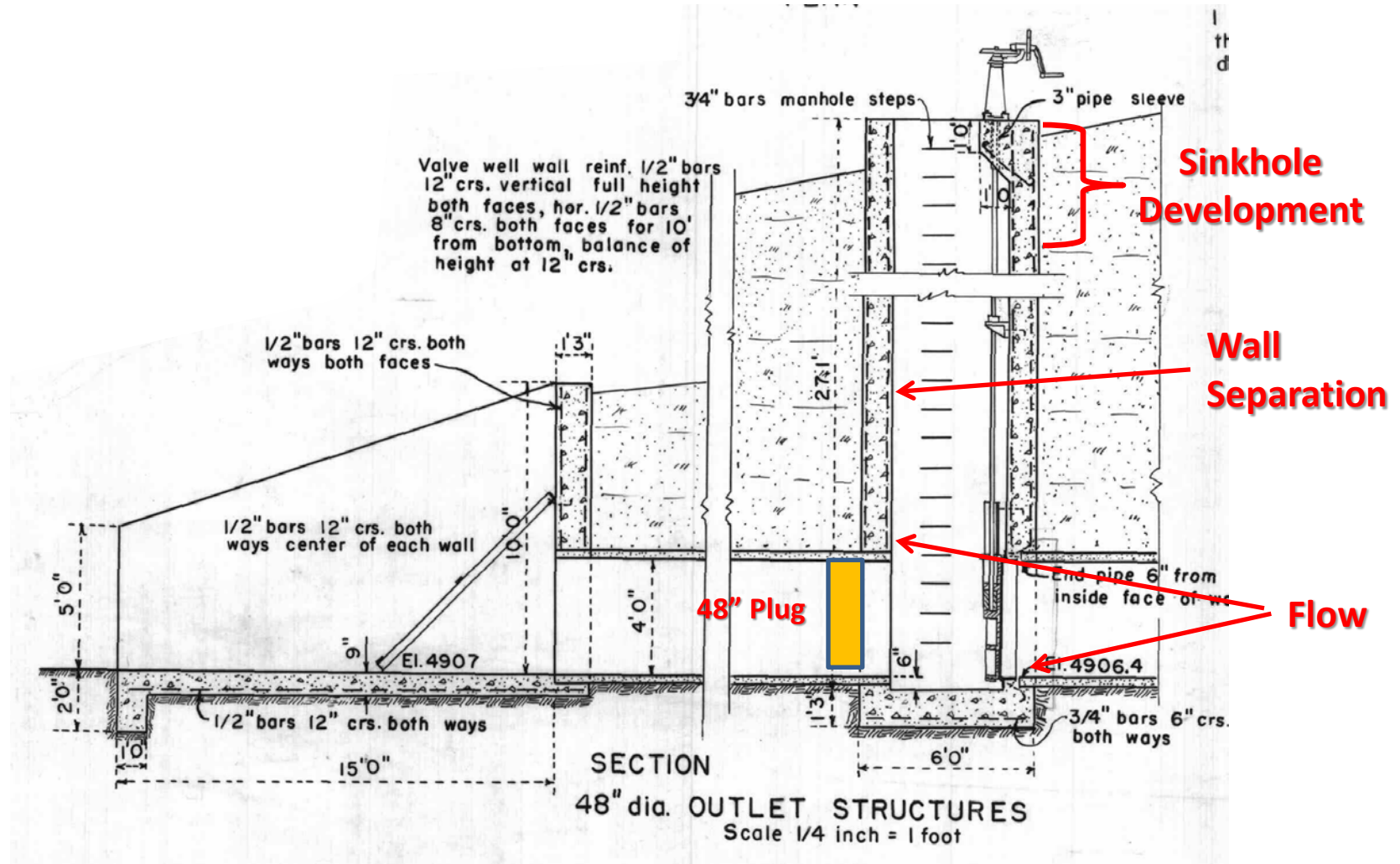
Sand Hill Lake Rehabilitation Costs

07/09/2014	11642	Home Depot	Headgate repair supplies	10.00
07/09/2014	11642	Pawnee Buttes Seed Inc.	Reclamation grass seed	185.00
07/09/2014	11647	King Surveyors, Inc.	Topographic survey- Inv#136424	5,891.00
07/09/2014	11648	Signs First	Caution & emergency signs- Inv#50839	144.54
07/23/2014	11659	Aslan Construction, Inc.	Construction 6/12/14-7/18/14 Final pymnt	2,767.00
08/12/2014	8080	Kevin Schmidt	Riprap buy-back	-50.00
08/13/2014	11669	Home Depot	Sign post	46.67
				\$ 626,136.22

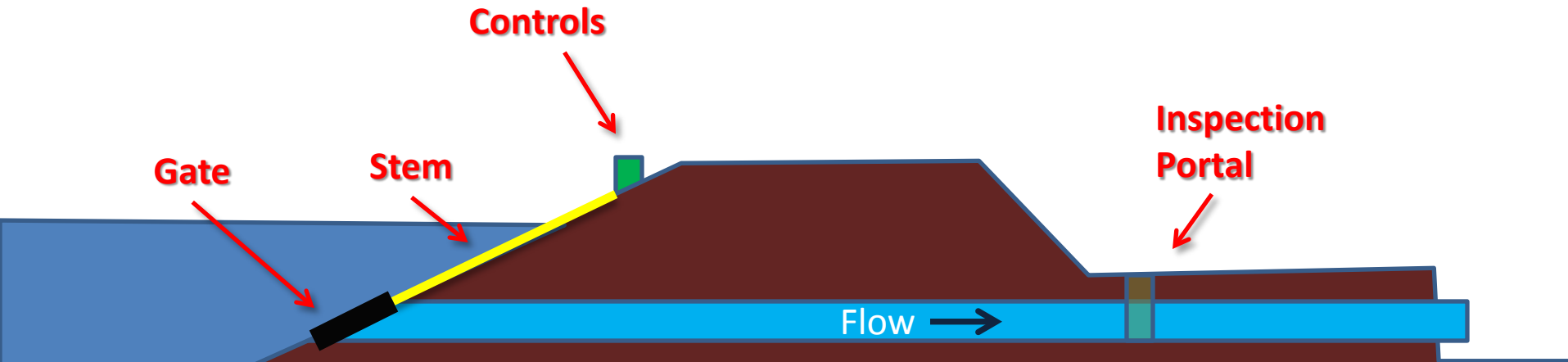
Total Sand Hill Lake Rehabilitation Costs \$ 809,659.83

Appendix H
Construction Plans
Surveys
Photos

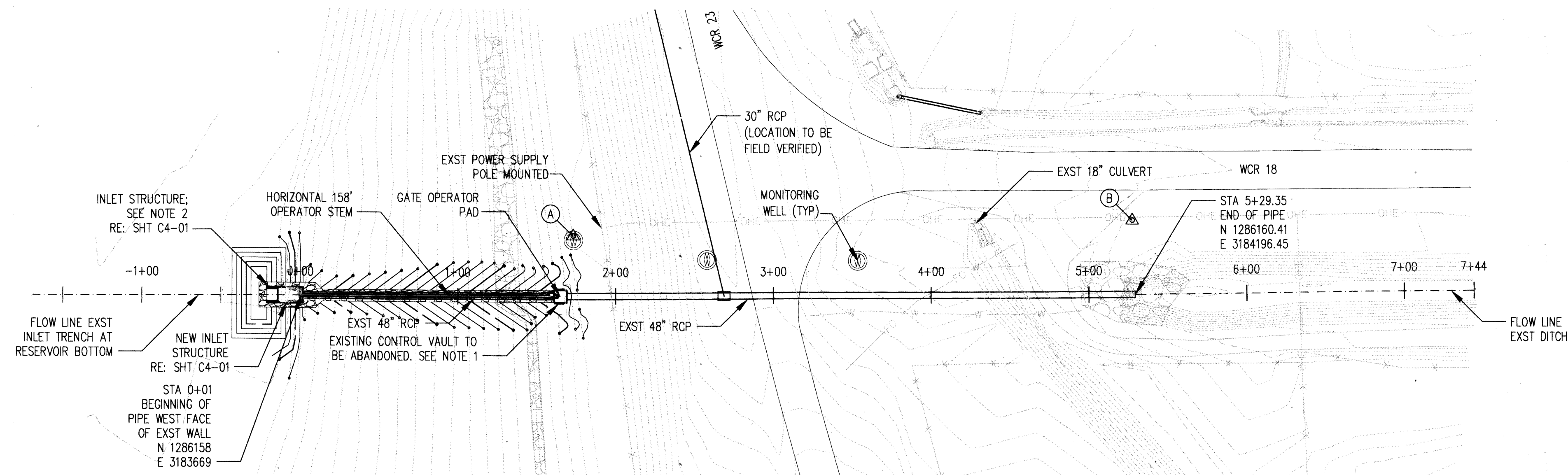
Sand Hill Gate Structure



Sand Hill Repair Concept

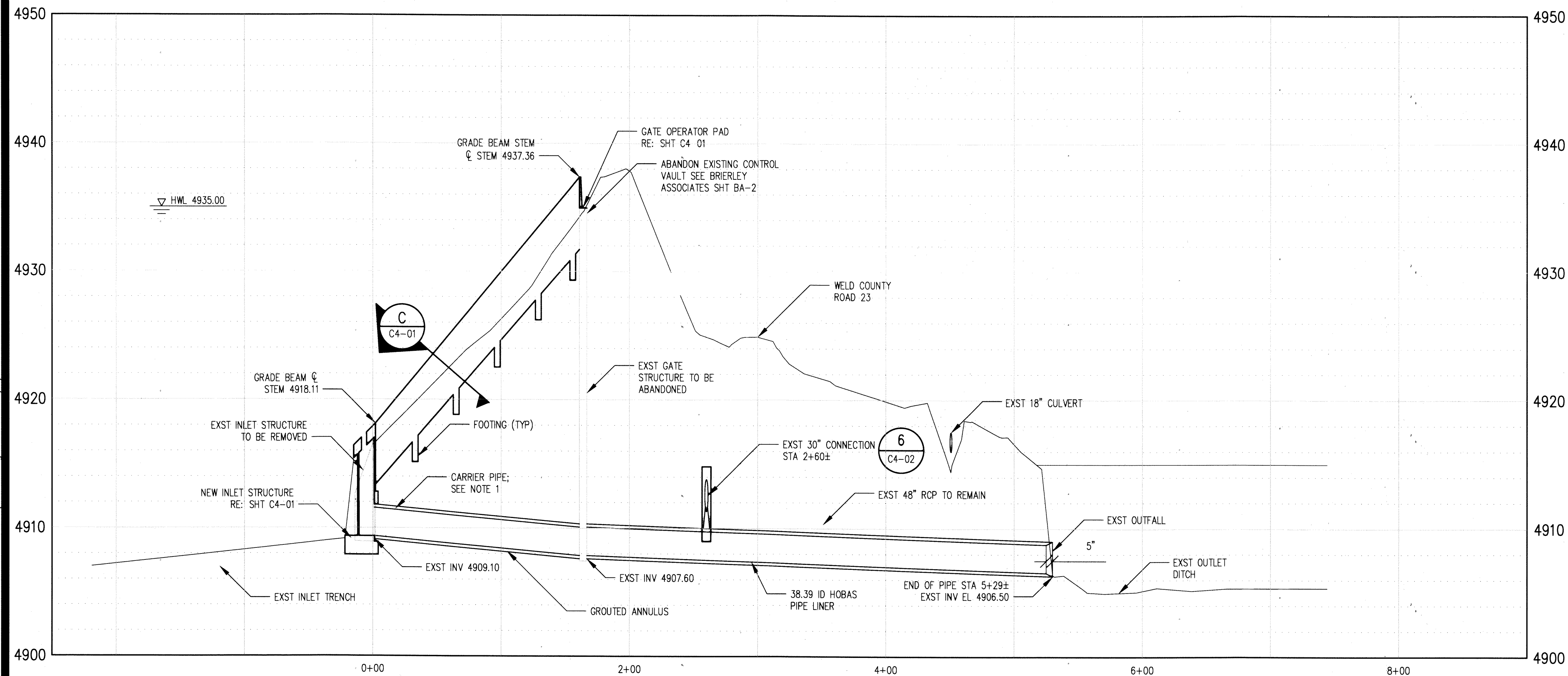


- Replacement cost effective
 - Operationally proven
 - SEO approval likely



OUTLET PLAN
1"=100'

SURVEY CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
A	1286195.94	3183840.16	4938.10	#4 REBAR W/ 2" AL CAP "KSI"
B	1286207.35	3184194.37	4915.18	#4 REBAR W/ 2" AL CAP "KSI"



OUTLET PROFILE
HORIZ: 1"=100'
VERT: 1"=10'

CONSTRUCTION SEQUENCE:

1. EXISTING INLET STRUCTURE TO BE REMOVED.
2. EXISTING 48" RCP TO BE SLIPPED LINED AND GROUTED.
3. EXISTING VAULT TO BE CONTACT GROUTED.
4. NEW INLET STRUCTURE TO BE CONSTRUCTED.
5. REPAIR 30" CONNECTION.
6. NEW GRADE BEAM TO BE CONSTRUCTED.
7. NEW ACTUATOR PAD TO BE CONSTRUCTED.
8. NEW GATE, STEM AND ACTUATOR TO BE INSTALLED.

GENERAL NOTES:

1. REFER TO BA-1 FOR EXISTING STRUCTURE ABANDONMENT.
2. REFER TO BA-4 FOR GROUTING SLIP LINED PIPE



5325 S. Valencia Way
Greenwood Village,
Colorado 80111
Ph: (303) 300-3464
Fx: (303) 300-3451



REV. No.	DATE	BY	DESCRIPTION
1	03/14	FEL	STATE SUBMISSION FOR REVIEW
1	06/14	FEL	AS CONSTRUCTED DRAWINGS

PLATE VALLEY IRRIGATION COMPANY
SAND HILL RESERVOIR REHABILITATION

OVERALL SITE PLAN
& OUTLET PROFILE

PROJECT No.: PVIC-W12-0071
DESIGNED BY: JTH
DRAWN BY: KPR
CHECKED BY: CDN

C-0689B

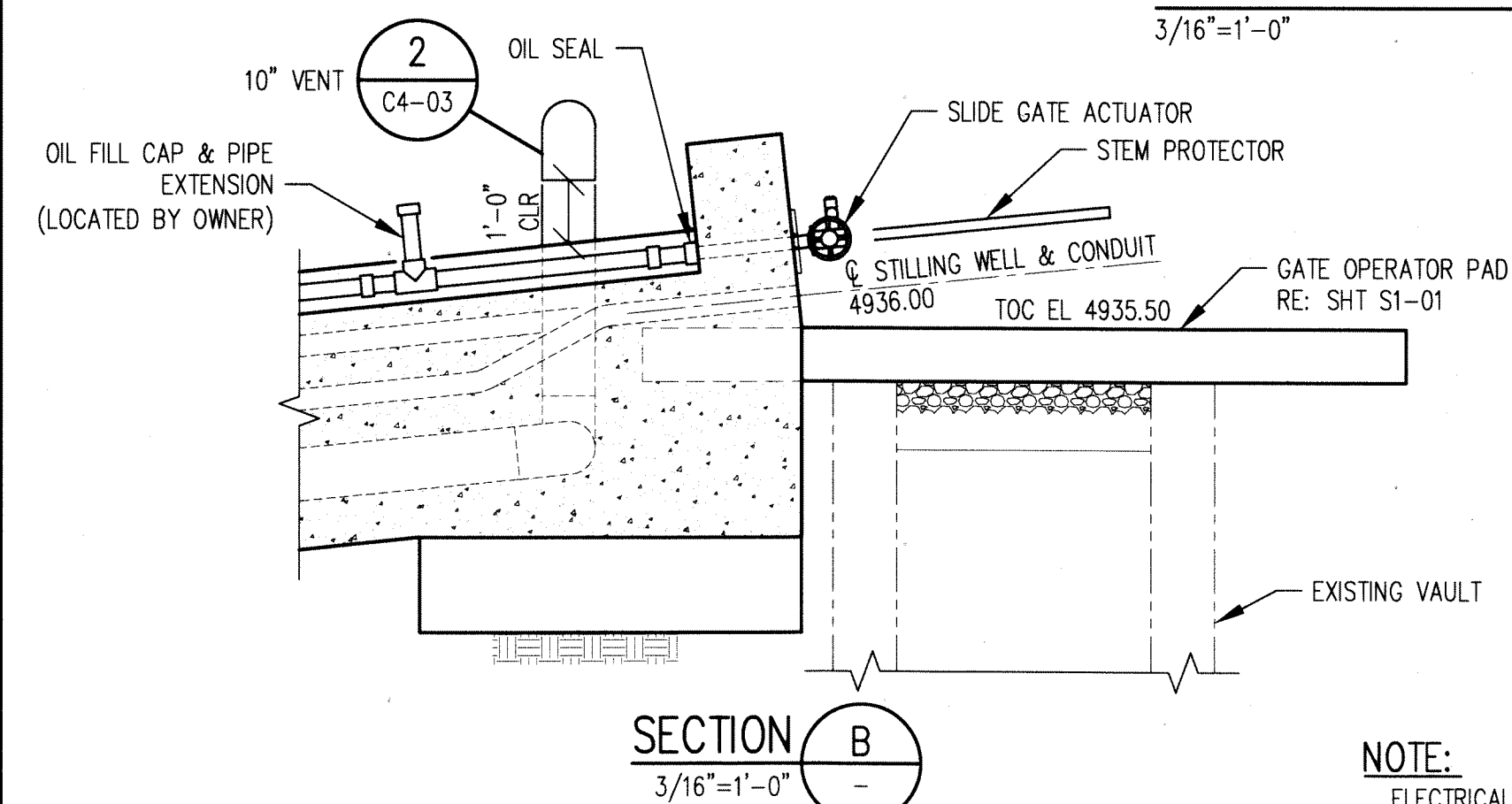
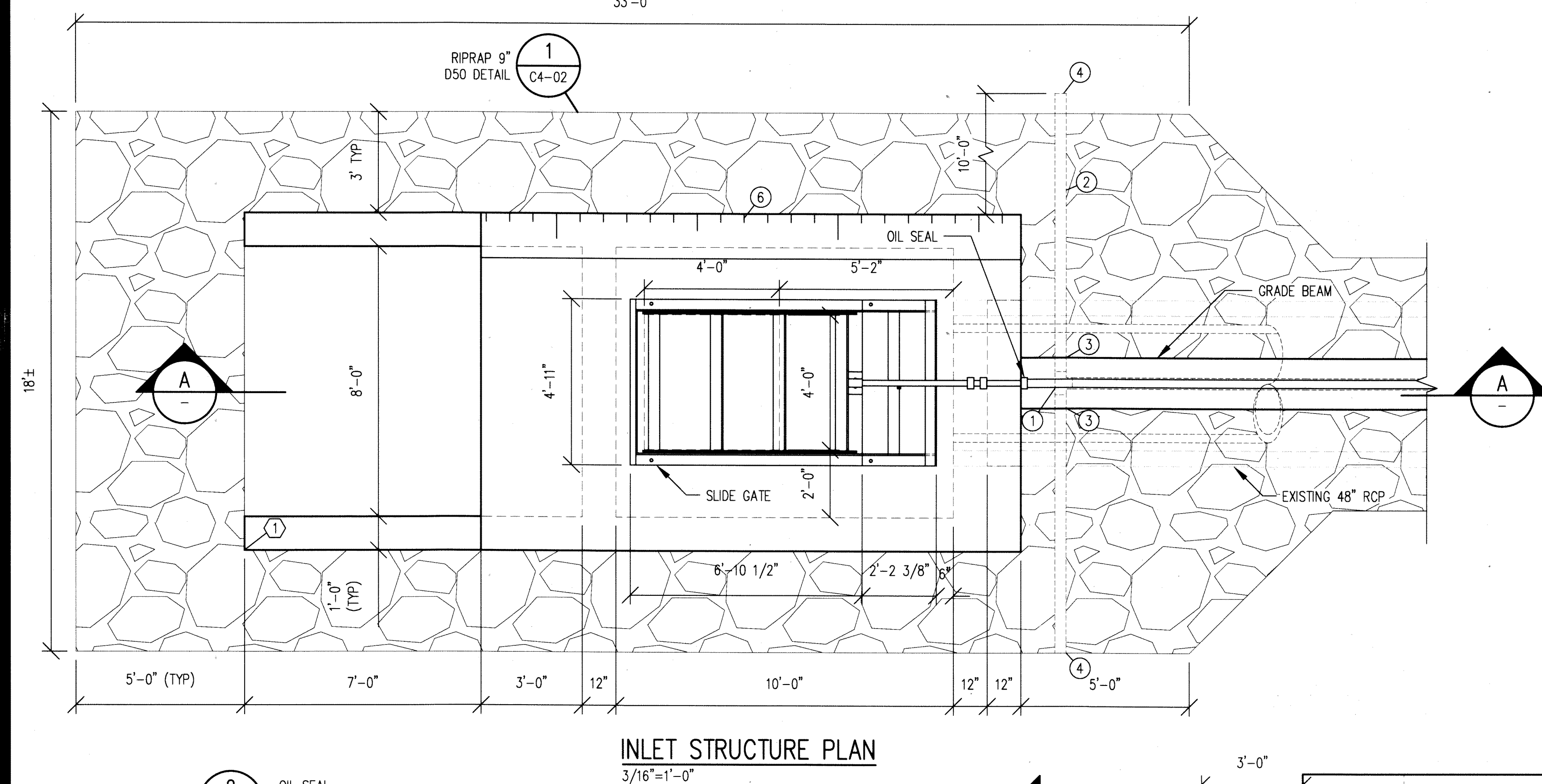
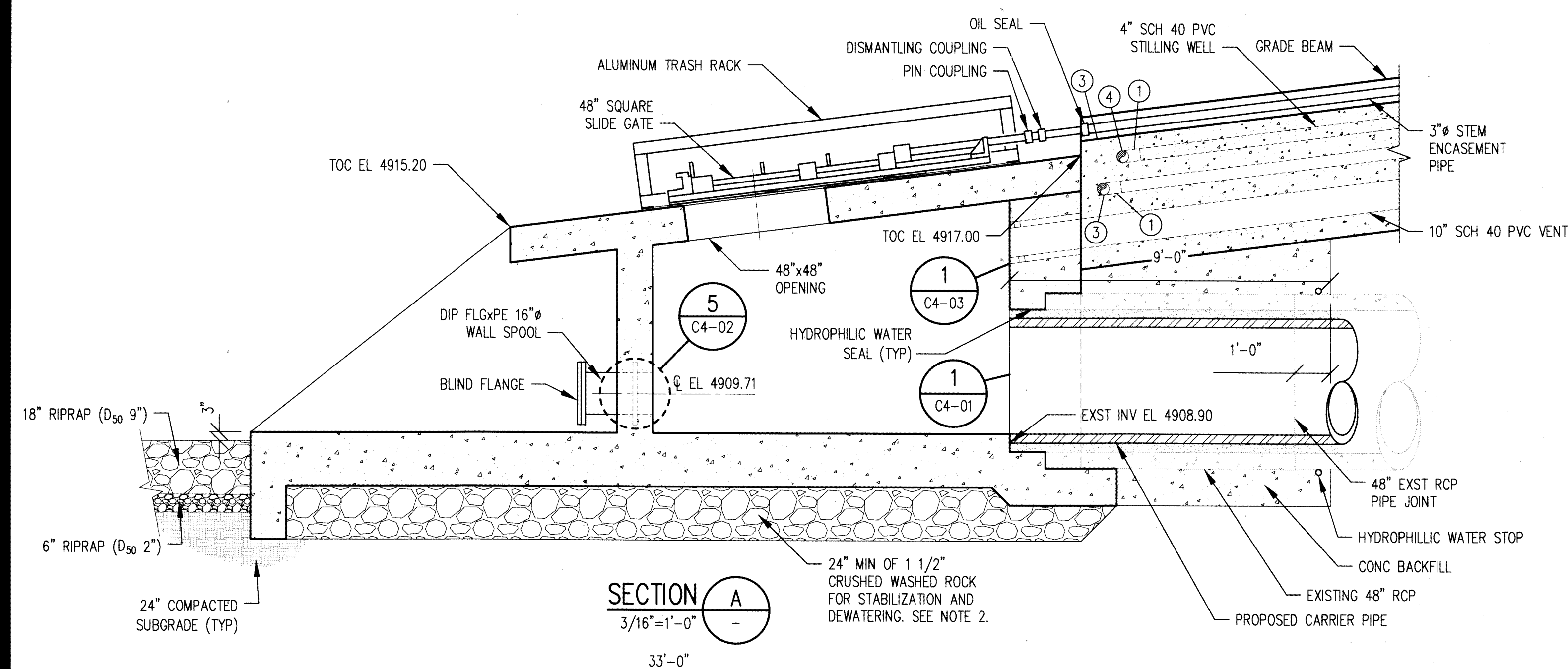
C2-01

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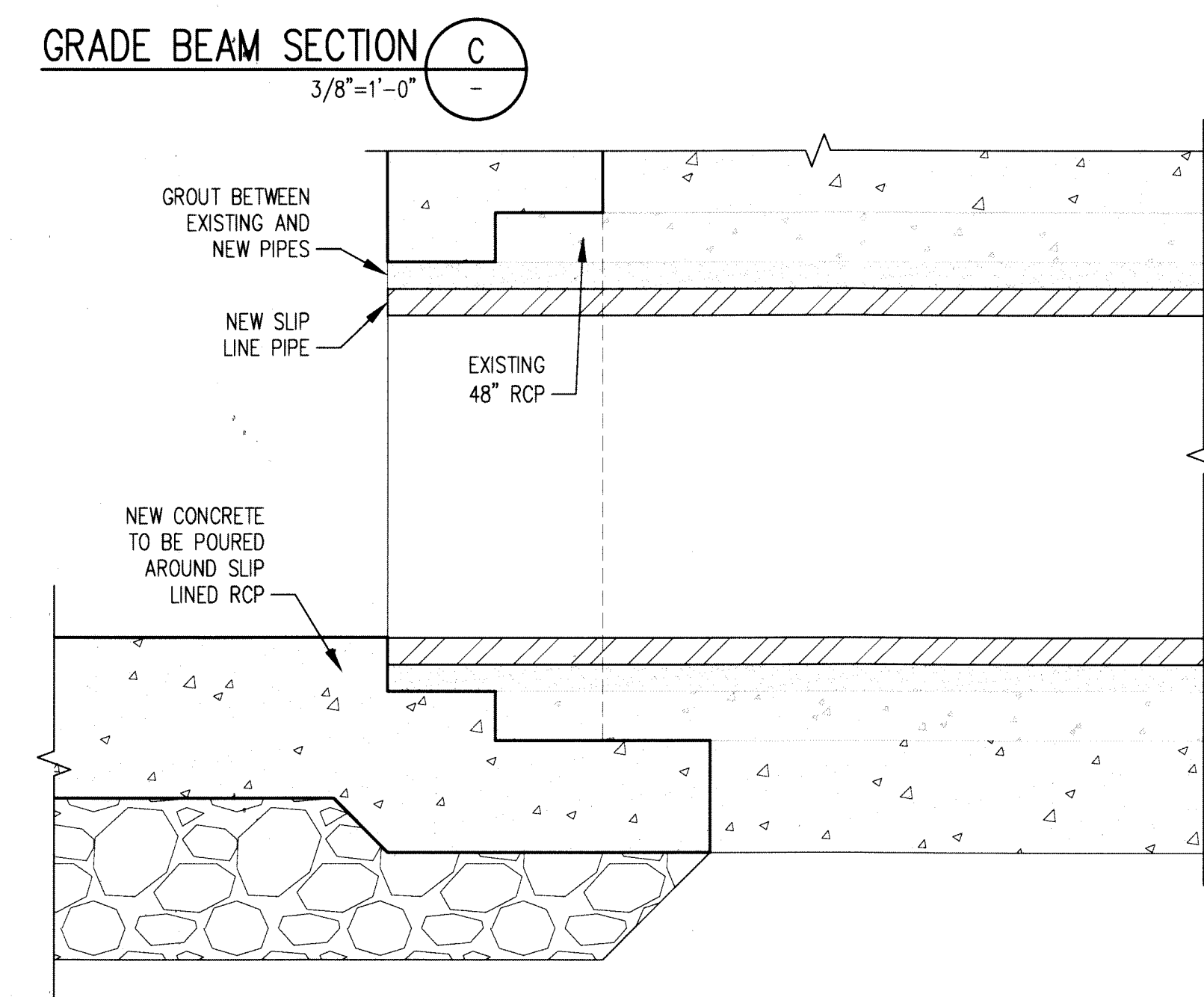
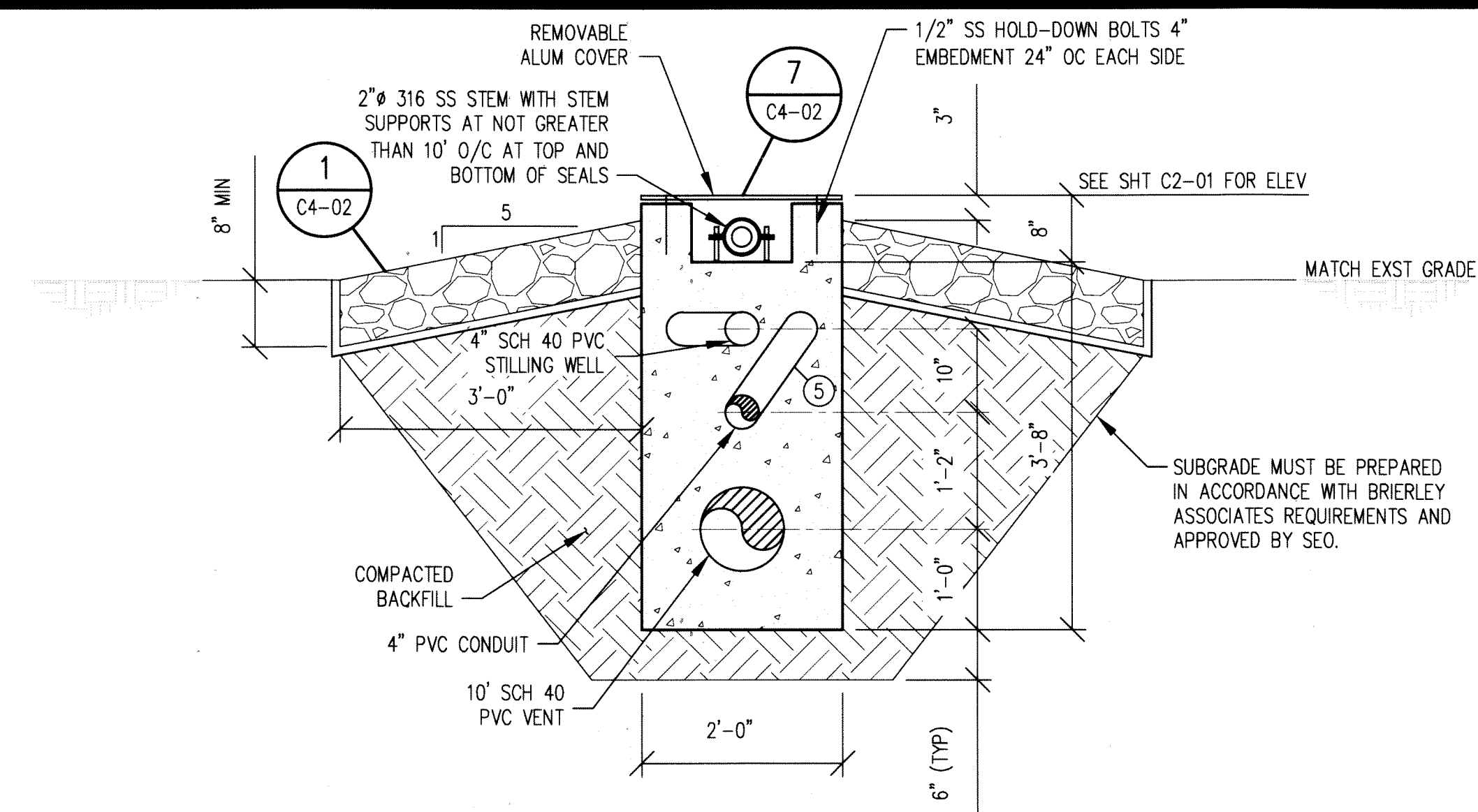
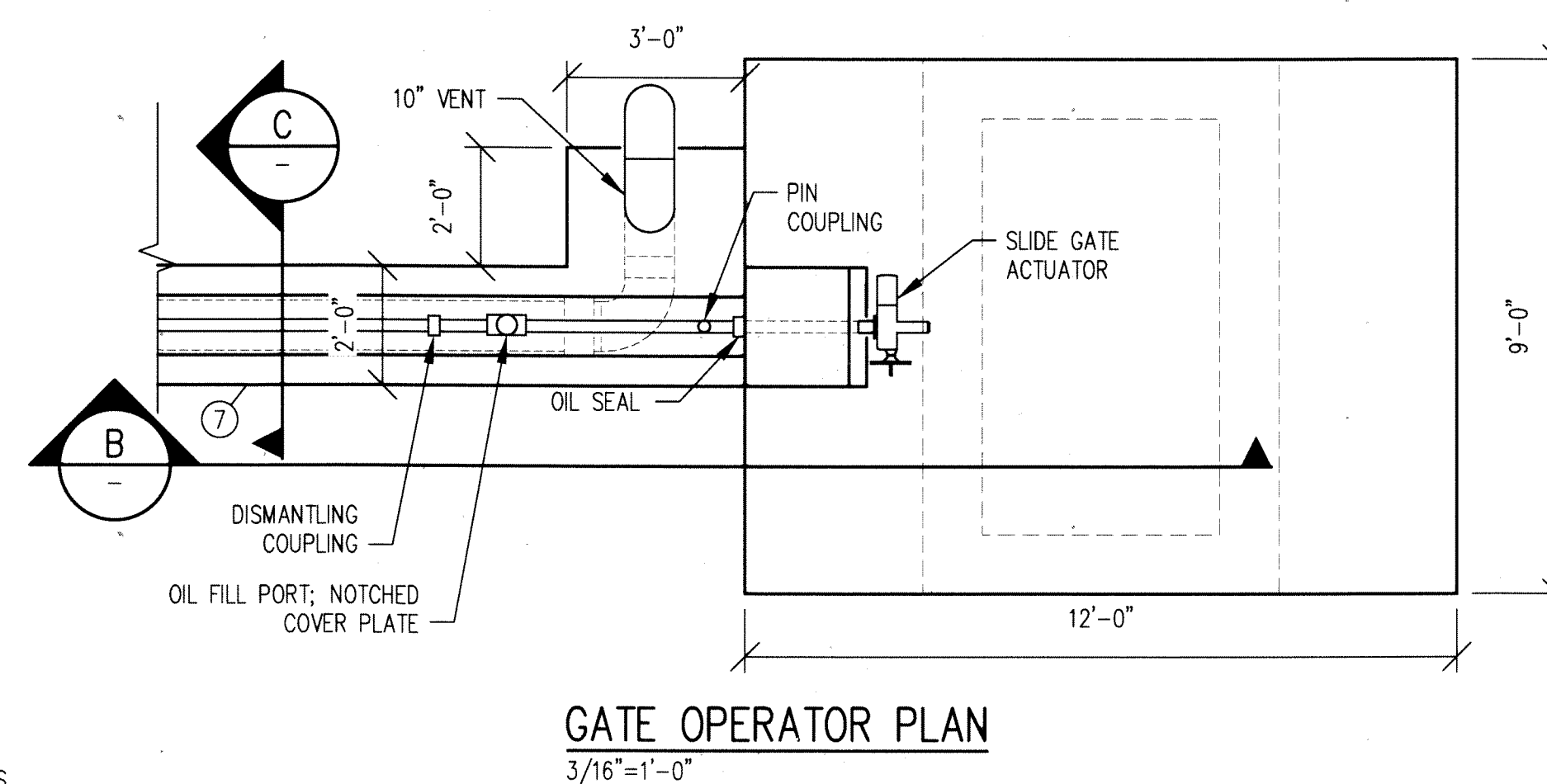


IF THIS BAR DOES NOT MEASURE 1"
DRAWING IS NOT TO LABELED SCALE

LOCATION: W:\PVIC-W12-0071 - SH RESERVOIR C2-01.dwg PLOTTED: 6/4/2014 10:54 AM BY: Keith P. Rndt



NOTE:
ELECTRICAL BY OTHERS.



- GENERAL NOTES:

- | GENERAL | NOTES |
|--|---|
| 1. CONTRACTOR TO CONFIRM THAT THE BOLT PATTERN FOR THE GATE FRAME WILL HAVE ENOUGH DISTANCE (4 x BOLT DIA MIN) FROM THE EDGE OF THE ROOF OPENING SO SPALLING DOES NOT OCCUR. | ① 4" SCH 40 PVC TEE
② 4" SCH 40 PVC
③ 4" PVC CONDUIT EXTEND HORIZONTALLY 6" BEYOND GRADE BEAM VERTICAL FACE W/ PLUGS |
| 2. SUBGRADE MUST BE PREPARED IN ACCORDANCE WITH BRIERLEY ASSOCIATES REQUIREMENTS AND APPROVED BY SEO PRIOR TO PLACEMENT OF STABILIZATION MATERIAL. | ④ 4" PVC EXTEND HORIZONTAL; DAYLIGHTS BEYOND RIPRAP
⑤ STILLING WELL & CONDUIT REALIGNED LAST 40'
⑥ 1/4" CUT W/ PAINTED STAFF GAGE MARKING
⑦ STILLING WELL PIPE & CONDUIT NOT SHOWN |
| 3. FOR CLARITY, REBAR IS NOT SHOWN. SEE STRUCTURAL SHEETS FOR DETAILS. | |

C-0689B

Copyright: Frachetti Engineering Inc.



1
IF THIS BAR DOES NOT MEASURE 1"
DRAWING IS NOT TO LABELED SCALE



5325 S. Valentia Way
Greenwood Village,
Colorado 80111
Ph: (303) 300-3464
Fx: (303) 300-3451



REV. No.	DATE	BY	DESCRIPTION
-	03/14	FEI	STATE SUBMISSION FOR REVIEW
-	06/14	FEI	AS CONSTRUCTED DRAWINGS

PLATTE VALLEY IRRIGATION COMPANY
SAND HILL RESERVOIR REHABILITATION

CIVIL DETAILS

PROJECT No.: PVIC-W12-0071

DESIGNED BY: JTH

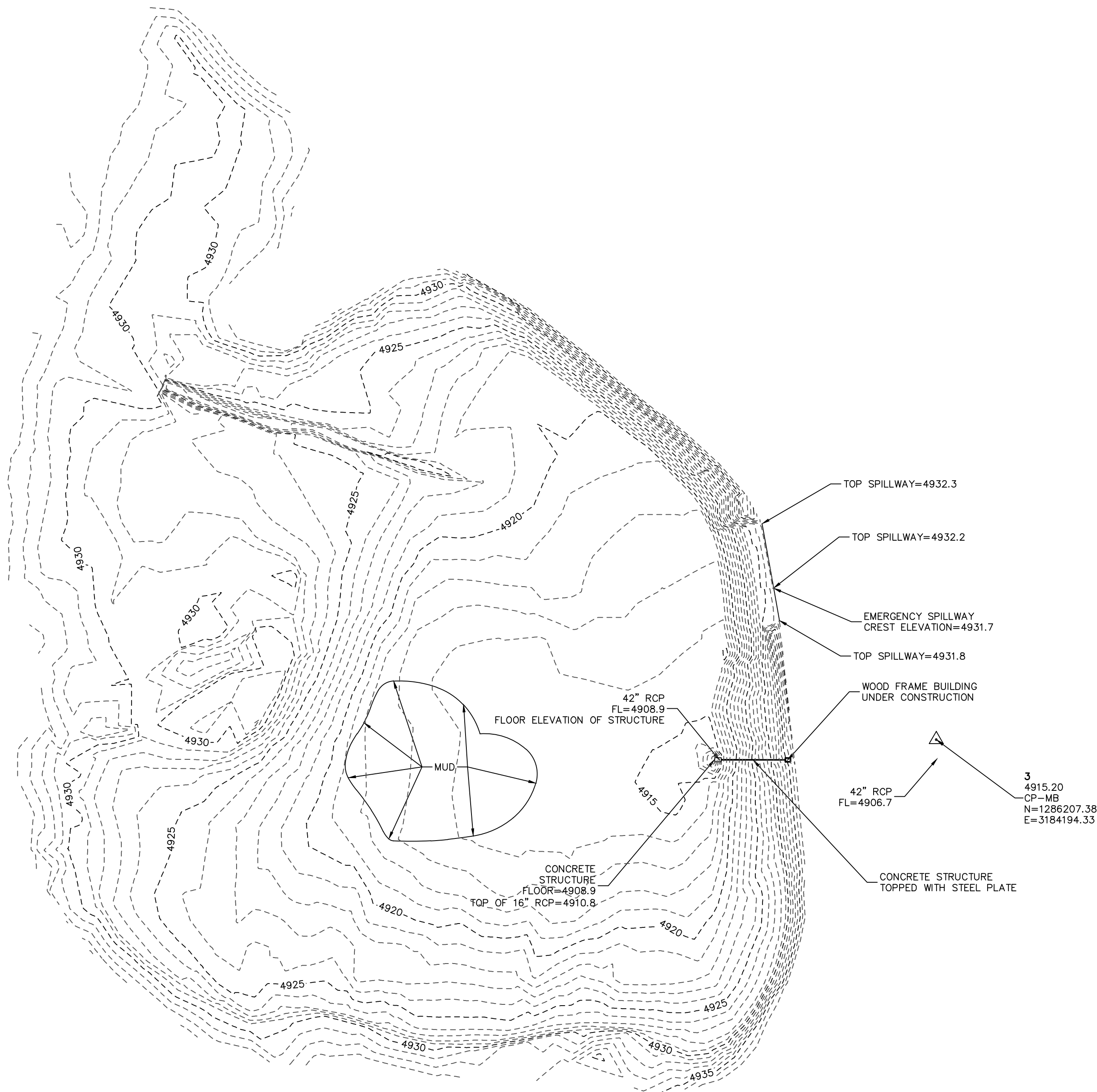
DRAWN BY: KPR

CHECKED BY: CDN

C4-01

TOPOGRAPHIC SURVEY

FOR
COAL RIDGE WASTE RESERVOIR
WELD COUNTY, COLORADO



VERTICAL DATUM:

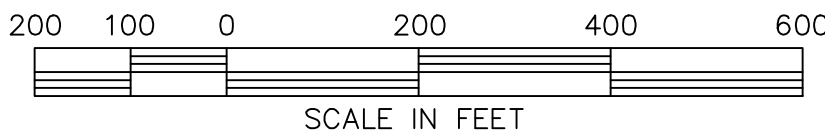
BENCHMARK: NATIONAL GEODETIC SURVEY CONTROL POINT "N 391," RECORD ELEVATION=4883.11 FEET, NAVD 1988.

HORIZONTAL DATUM:

COLORADO STATE PLANE COORDINATES NAD 83(2007) DATUM. HORIZONTAL CONTROL BASED UPON TRIMBLE VRS NETWORK.

NOTE:

- THIS DRAWING IS AT MODIFIED STATE PLANE. TO REDUCE TO STATE PLANE COORDINATES, SCALE AT .99973537 (1.00026470) ABOUT THE ORIGIN 0,0.
- ALL PROPERTY PINS, INTERSECTION MONUMENTS, AND SECTION CORNERS DISTURBED DURING CONSTRUCTION MUST BE REFERENCED AND REPLACED UNDER THE SUPERVISION OF A LICENSED SURVEYOR.
- THIS AUTOCAD DRAWING CONTAINS INFORMATION THAT IS NOT VISIBLE ON THE PLOTTED COPY. TO OBTAIN ALL THE INFORMATION THAT IS AVAILABLE IN THIS DRAWING, ALL THE AUTOCAD LAYERS MUST BE TURNED ON AND THAWED.
- THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
- ALL PROJECT CONTROL LISTED HEREON IS PROVIDED AS A COURTESY. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THE ACCURACY OF THE COORDINATES AND ELEVATIONS SHOWN PRIOR TO USING THEM FOR ANY PURPOSES.



DATE:	06-11-2014
FILE NAME:	2014046TOP06-03-2014
SCALE:	1"=200
DRAWN BY:	SRW
CHECKED BY:	DB

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



REVISIONS:	DATE:
ADDITIONAL TOPO	3-11-2014

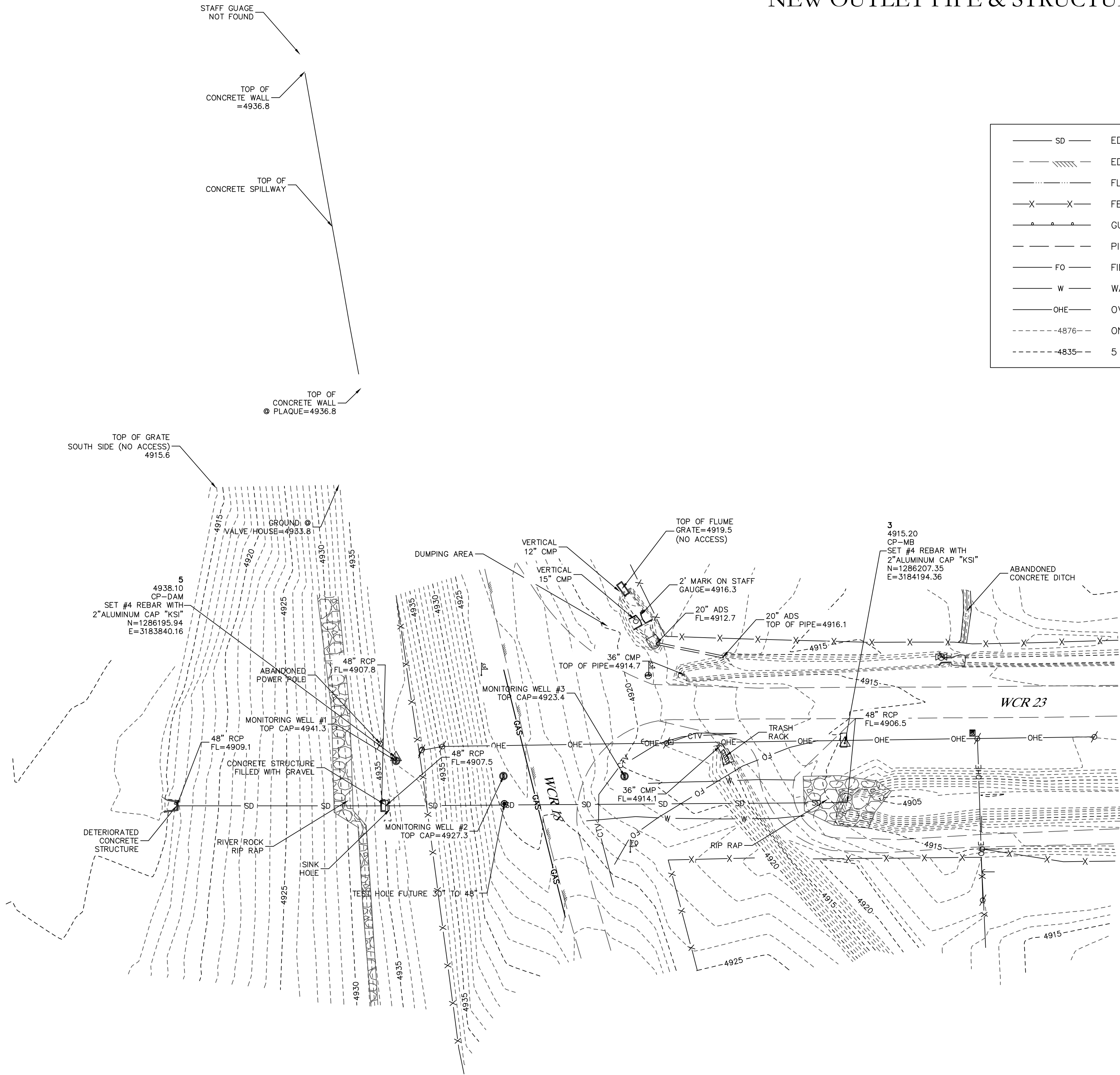
TOPOGRAPHIC SURVEY
FOR
PLATTE VALLEY IRRIGATION COMPANY
P.O. BOX 1318
GREELEY, COLORADO

PROJECT #:
2014046

1
SHEET 1 OF 1

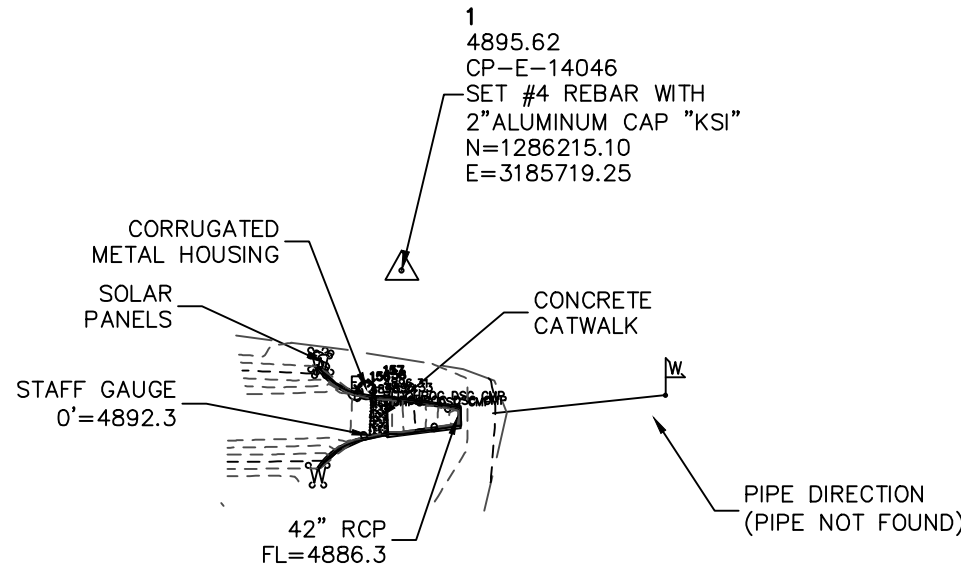
TOPOGRAPHIC SURVEY

FOR
NEW OUTLET PIPE & STRUCTURE



LEGEND

	EDGE OF ASPHALT		TEST HOLE
	EDGE OF ASPHALT		MONITORING WELL
	FLOWLINE		GATE VALVE
	FENCE LINE		ELECTRIC SERVICE
	GUARD RAIL		WOOD POST
	PIPE		GAS MARKER
	FIBER OPTIC LINE		FIBER OPTIC MARKER
	WATER LINE		MAILBOX
	OVERHEAD POWER LINE		CONTROL POINT
	ONE FOOT CONTOUR		
	FIVE FOOT CONTOUR		



VERTICAL DATUM:

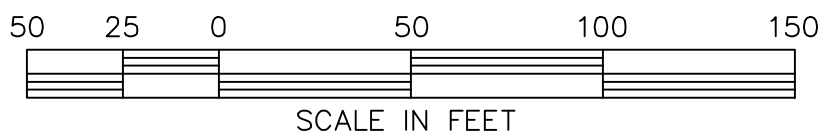
BENCHMARK: NATIONAL GEODETIC SURVEY CONTROL POINT "N 391,"
RECORD ELEVATION=4883.11 FEET, NAVD 1988.

HORIZONTAL DATUM:

COLORADO STATE PLANE COORDINATES NAD 83(2007) DATUM.
HORIZONTAL CONTROL BASED UPON TRIMBLE VRS NETWORK.

NOTE:

1. THIS DRAWING IS AT MODIFIED STATE PLANE. TO REDUCE TO STATE PLANE COORDINATES, SCALE AT .99973537 (1.00026470) ABOUT THE ORIGIN 0,0.
2. ALL PROPERTY PINS, INTERSECTION MONUMENTS, AND SECTION CORNERS DISTURBED DURING CONSTRUCTION MUST BE REFERENCED AND REPLACED UNDER THE SUPERVISION OF A LICENSED SURVEYOR.
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5. ALL PROJECT CONTROL LISTED HEREON IS PROVIDED AS A COURTESY. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THE ACCURACY OF THE COORDINATES AND ELEVATIONS SHOWN PRIOR TO USING THEM FOR ANY PURPOSES.
6. THERE WAS SNOW AND ICE ON THE GROUND AT THE TIME OF SURVEY (1-21-2014).



DATE:	1-23-2014
FILE NAME:	2014046TOP
SCALE:	1"=50
DRAWN BY:	SRW/SS
CHECKED BY:	JP

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



DATE:	3-11-2014
REVISIONS:	
ADDITIONAL TOPO	

TOPOGRAPHIC SURVEY
FOR
PLATTE VALLEY IRRIGATION COMPANY
P.O. BOX 1318
GREELEY, COLORADO

PROJECT #:	2014046
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Sand Hill Lake Rehabilitation



Sink Hole Development



Soil in 48" RCP Outlet Pipe



Flow into Gate Structure through Concrete Void



Slip-lining 48" RCP



Inlet/Control Structure



Actuator Shaft Beam



Actuator Shaft with Gate



Actuator Shaft Grade Beam



Outlet Structure Trash Rack



Grade Beam Depth Measurement



Overflow Connection Repair



Begin Fill with Project Complete



Filling with Project Complete



Appendix I

Financial Statements